9914

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9914

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and MALAYSIA

Amending the Agreement of
May 17 and June 8, 1978,
as Amended

Effected by Exchange of Letters
Signed at Washington and New York
December 30, 1980 and January 20, 1981

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MALAYSIA

Trade in Textiles and Textile Products

Agreement amending the agreement of May 17 and June 8, 1978, as amended.
Effected by exchange of letters
Signed at Washington and New York December 30, 1980 and January 20, 1981;
Entered into force January 20, 1981.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Malaysian Assistant Trade Commissioner

DEPARTMENT OF STATE
Washington, D.C. 20520

December 30, 1980

Mr. Abdul Rahman
Assistant Trade Commissioner
Embassy of Malaysia
Trade Office
600 Third Avenue, Third Floor
New York, New York 10016

Dear Mr. Rahman,

I refer to paragraph 6 of the Agreement between the United States and Malaysia relating to Trade in Cotton, Wool, and Man-Made Fiber Textile Products, effected by exchange of notes on May 17 and June 8, 1978 as amended [1] ("the Agreement").

On behalf of my Government, I have the honor to propose that for the 1980 Agreement Year the consultation level for Category 339 be increased by 187,999 sye to a level of 1,116,000 sye and that the consultation level for category 338 be decreased by 187,999 sye to a level of 1,311,999 sye.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9180, 9602, 9718, 9763, 9842; 30 UST 64; 31 UST.

The Malaysian Commercial Attache to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

KEDUTAAN BESAR MALAYSIA
BAHAGIAN PERDAGANGAN

EMBASSY OF MALAYSIA
TRADE OFFICE

600 THIRD AVENUE, 3rd FLOOR, NEW YORK, N. Y. 10016 TEL. NO. (212) 682-0232

Our Ref: TC.NYC.0.201/7 Vol.5

January 20, 1981

Mr. Harry Kopp
Deputy Assistant Secretary
For Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, DC 20520

Dear Mr. Kopp:

I refer to paragraph 6 of the Agreement between the United States and Malaysia relating to trade in Cotton, Wool and Man-Made Fiber Textile Products, effected by exchange of notes on May 17 and June 8, 1978 as amended ("the Agreement").

On behalf of my Government, I have the honour to accept that the consultation level for CAT 339 be increased by 187,999 sye to a level of 1,116,000 sye and that the consultation level for CAT 338 be decreased by 187,999 sye to a level of 1,311,999 sye. Your letter dated January 8, 1981 and this letter should constitute an amendment to the Agreement.

As for the 1981 Agreement year, I would appreciate very much if you could furnish us with the amount of quota available for category 339 in square yard equivalent for 1981 period.

The Government of Malaysia views with great concern regarding the discrepancies arise as a result of technical problem of various categories of textile which have disrupted the flow of export of Malaysian textile products to this country from time to time as a result of a substantial amount of consignment being embargoed at the port of entry. In view of the recurring events, I wish to request on behalf of my Government for a review of US classification mechanism in order to rule out any possibility of discrepancies in export figures or wrong categorization which probably has also occurred at your end.

Sincerely yours,

(ABDUL RAHMAN MAMAT)
For Commercial Attache

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—76-898

9963

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9963

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
June 2, 1977, as Amended

Effected by Exchange of Letters
Signed at Mexico January 2, 1981

S 9.10:

READEX FICHE best copy available

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico January 2, 1981;
Entered into force January 2, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

January 2, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $3,800,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended eight times thereafter.[1] It is further understood the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "Twenty Million, Seven Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $20,796, 235) in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "Twenty Four Million, Five Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $24,596,235).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava
Ambassador

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933; 29 UST 2483; 30 UST 1285; 31 UST

The Mexican Attorney General to the American Ambassador

FORMA EG-1A

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., enero 2 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $3,800,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en ocho ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veinte Millones, Setecientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $20,796,235), en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veinticuatro Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $24,596,235).

TDN

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., January 2, 1981

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—78-963

9965

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9965

VISAS

Crew Members of Aircraft
and Vessels

Agreement Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC OF CHINA

Effected by Exchange of Notes
Dated at Beijing January 7, 1981

NEWARK PUBLIC LIBRARY

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DEPOSITORY 376

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $110; $27.50 additional for foreign mailing. Single copies vary in price. This issue $1.50.

PEOPLE'S REPUBLIC OF CHINA

Visas: Crew Members of Aircraft and Vessels

Agreement effected by exchange of notes
Dated at Beijing January 7, 1981;
Entered into force January 7, 1981.

四、这种签证应由双方的外交或领事机关颁发。

本谅解自中华人民共和国外交部和美利坚合众国驻华大使馆互换照会之日起生效。

顺致最崇高的敬意。

一九[illegible]七日于北京

3

The Chinese Ministry of Foreign Affairs to the American Embassy

中华人民共和国外交部

(81)部领三字第6号

美利坚合众国驻华大使馆：

中华人民共和国外交部向美利坚合众国驻华大使馆致意，并谨确认，双方经过协商就中、美机组人员和海员的签证问题，达成谅解如下：

一、双方同意，在对等的基础上免费发给对方指定的航空公司按协议执行定期航班和包机飞行的机组人员两年有效多次入出境签证。

二、双方同意，在对等的基础上免费发给对方公民的海员两年有效多次入出境签证。中方在美国海员持用的美国海员证或护照上颁发签证；美方在中国海员持用的中华人民共和国海员证或护照上颁发签证。

三、这种签证仅供机组人员或海员执行其有关职务时使用。因其他任何目的去中华人民共和国或美利坚合众国，或在其境内旅行应向对方签证机关申请适当的签证或许可。

The American Embassy to the Chinese Ministry of Foreign Affairs

No. 5

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of China and has the honor to refer to the Ministry's note of January 7, 1981 which reads as follows:

"The Ministry of Foreign Affairs of the People's Republic of China presents its compliments to the Embassy of the United States of America in China and, with reference to the visa requirements for crew members of aircraft and vessels of the People's Republic of China and the United States of America, has the honor to confirm that the two sides, after consultation, have reached the following understanding:

"1. The two sides agree, on a reciprocal basis, to issue gratis multiple entry-and-exit visas, valid for two years, to crew members operating scheduled or charter flights, as agreed upon, of the designated airline(s) of the other side.

"2. The two sides agree, on a reciprocal basis, to issue gratis multiple entry-and-exit visas, valid for two years, to vessel crew members who are nationals of the other side. The Chinese side will issue visas on the seaman books or passports of the United States held by American crew members. The American side will issue

visas on the seaman books or passports of the People's Republic of China held by Chinese crew members.

"3. Such visas may only be used for travel by aircraft or vessel crew members in connection with their duties. Travel to or within the People's Republic of China or the United States of America for any other purpose may only be done after application to the visa authorities of the other side for the appropriate visa or permit.

"4. Such visas shall be issuable at the diplomatic or consular posts of the two sides.

"The present understanding will be effective as from the date of the exchange of notes between the Ministry of Foreign Affairs of the People's Republic of China and the Embassy of the United States of America in China.

"The Ministry of Foreign Affairs of the People's Republic of China avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

On behalf of the Government of the United States of America, the Embassy confirms the above contents.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Beijing, January 7, 1981.

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—78-965

9969

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9969

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and KENYA

Signed at Nairobi December 31, 1980
and January 7, 1981

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $110; $27.50 additional for foreign mailing. Single copies vary in price. This issue $1.75.

KENYA

Agricultural Commodities

Agreement signed at Nairobi December 31, 1980 and January 7, 1981;
Entered into force December 31, 1980.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF KENYA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Kenya,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Kenya (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will

consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to

the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I

COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (Metric Tons)	MAXIMUM EXPORT MARKET VALUE (Millions)
Corn/Sorghum	1981	69,200	Dols. 11.0

ITEM II

PAYMENT TERMS:
Convertible Local Currency Credit (40 Years)

A. Initial Payment - 5 percent
B. Currency Use Payment - Ten percent for Section 104(A) purposes.
C. Number of installment payments - thirty-one (31)
D. Amount of each installment payment - approximately equal annual installments.
E. Due date of first installment payment - Ten years from date of last delivery of commodities in each calendar year.
F. Initial interest rate - Two percent
G. Continuing interest rate - Three percent

ITEM III

USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. Fiscal Year)	USUAL MARKETING REQUIREMENTS (Metric Tons)
Feedgrains	1981	43,800

ITEM IV

EXPORT LIMITATIONS

A. The export limitation period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A) (4) of the agreement, the commodities which may not be exported are for feedgrains -- corn/sorghum, cornmeal, barley, oats, and rye including mixed feed containing such grains.

ITEM V

SELF-HELP MEASURES

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The GOK agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Broaden the mandate of Kenya's existing food crops forecasting group or establish a new body appropriately empowered to:

   (a) Improve data collection and analysis related to food crops production and marketing;

   (b) To consider production problems, producer constraints and policy issues, on which to base its recommendation to the cabinet.

2. Support programs of applied agricultural research which will contribute to increased food-crop production. As part of this effort, the GOK will:

   (a) Upgrade research programs concentrating on appropriate crop selection and production techniques to benefit the small family farms of the arid and semi-arid lands; and

   (b) Implement programs of wheat and triticale production research and development, particularly at the Njoro Wheat Research Station.

3. Upgrade extension service in Kenya to benefit the small holders through increased dissemination of information and technology appropriate to their needs. In addition, training sources devoted to modern methodologies will be provided to extension agents.

4. Continue to improve the availability of credit to smallholders will provide access to required production inputs.

5. Support the maintenance fund of the Ministry of Transport and Communications for use in rural, farm-to-market road projects.

6. Support the soil conservation programs of the Ministry of Agriculture in the arid and semi-arid lands.

7. Provide additional funding to the Rural Development Fund of the Ministry of Economic Planning to support rural, self-help development activities initiated by the District Development Committees.

ITEM VI

ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following development sectors: agriculture and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Nairobi, in duplicate, this 31st day of December 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Allison B. Herrick
USAID Director

December 31, 1980
Date

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Harris Mule
Permanent Secretary
Ministry of Finance

December 31, 1980
Date

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William C. Harrop
United States Ambassador

January 7, 1981
Date

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Mwai Kibaki
Vice President and Minister of Finance

January 7, 1981
Date

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—79-243

9970

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9970

ATOMIC ENERGY

Radioactive Waste Management

Agreement Between the
UNITED STATES OF AMERICA
and BELGIUM

Signed at Mol and Washington
January 7 and 19, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $110; $27.50 additional for foreign mailing. Single copies vary in price. This issue $2.

BELGIUM

Atomic Energy: Radioactive Waste Management

Agreement signed at Mol and Washington January 7 and 19, 1981;
Entered into force January 19, 1981.

Agreement between the
UNITED STATES DEPARTMENT OF ENERGY
and the Belgian
CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE
STUDIECENTRUM VOOR KERNENERGIE
in the field of
RADIOACTIVE WASTE MANAGEMENT

The United States Department of Energy (DoE) and the Belgian Centre d'Etude de l'Energie Nucléaire/Studiecentrum voor Kernenergie (CEN/SCK), hereinafter called the Parties;

sharing non-proliferation objectives and consequently having a mutual interest in the development of radioactive waste management techniques in such a manner as not to contribute to the proliferation of nuclear weapons;

recognizing the advantages of sharing information derived from their respective experiences and capabilities;

noting the respective statutory authority of DoE and CEN/SCK to disseminate information related to nuclear energy; and

desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management; that includes the alternatives of disposal of separated waste products and the disposal of spent fuel;

have agreed as follows :

ARTICLE 1

1. The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of technology in the field of radioactive waste management.

2. The parties agree to use their best efforts to balance and maximize the exchange of information under this Agreement, subject to the provisions of Article 13.

3. The Parties agree to use their good offices to facilitate activities under this Agreement, particularly those involving exchange, visits or assignment of personnel, recognizing that there are established requirements and procedures governing such visits and assignments to facilities of the respective Parties, including contractor facilities, and recognizing that such requirements and procedures are not affected by this Agreement.

4. The Parties agree to establish jointly any detailed procedures required to carry out this Agreement. All situations not specifically covered in this Agreement shall be settled by mutual agreement of the Parties and shall be governed by the basic principle of equivalent benefit to both Parties.

5. In the course of implementing this Agreement, the parties may exchange safeguards technology as applicable to the areas of cooperation, listed in Article 2.

ARTICLE 2

The areas of cooperation in radioactive waste management technology covered by this Agreement may include :

1. Terminal Storage in Geological Formations
   a. Characterization of Geologic Formations
   b. Development and Testing of Facilities
   c. Safety Assessment and Public Acceptance Matters

2. Technology of Retrievable Storage
   a. Design Verification of Canister Storage
   b. Retrievability Design in Geologic Repositories
   c. Storage of Plutonium Contaminated Waste

3. Waste Processing Technology
   a. High Level Waste Solidification
   b. Fuel Hardware and Hulls
   c. Intermediate and Low Level Liquid Waste
   d. Contaminated Solid Waste
      (1) Combustibles
      (2) Non-combustibles

e. Airborne Waste
   (1) Particulates and Iodine
   (2) Noble Gases
   (3) Tritium, Including its Separation from Water
   (4) Carbon-14

4. Environmental Effects
   a. Assessment Methodology
   b. Burial Ground Waste Migration Models

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation in accordance with this Agreement may include but is not limited to the following forms :

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in scientific centers, laboratories, engineering offices and other facilities of each of the Parties or its contractors for agreed periods. Each such exchange of staff shall be the subject of a separate attachment agreement between the Parties.

2. Exchange of samples, materials, instruments and components for testing.

3. Exchange of scientific and technical information, and results and methods of research and development.

4. The organization of seminars and other meetings on specific agreed topics concerning the fields of technology listed in Article 2. Such seminars shall normally be held alternately in the United States and in Belgium.

5. Short visits by specialist teams or individuals to the research and development facilities of the other Party.

6. The use by one Party of the facilities owned or operated by the other Party. Such use of facilities shall be the subject of Subsidiary Agreements between the Parties, and may be subject to commercial terms and conditions.

7. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a Subsidiary Agreement between the Parties.

Other forms of cooperation may be agreed to by the Parties and approved by the Joint Committee (Article 4).

ARTICLE 4

1. To supervise the execution of this Agreement, a Joint DoE-CEN/SCK Committee in the Field of Radioactive Waste Management shall be established. This Committee shall meet each year alternately in the United States and Belgium, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee.

2. At its meetings, the Joint Committee shall evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Joint Committee shall consider and act on any major new proposals for cooperation.

3. For periods between meetings of the Joint Committee, each Party shall designate one person to act on its behalf in all matters concerning cooperation under this Agreement.

4. Day to day management of the cooperation in each of the areas listed in Article 2 shall be carried out by Correspondents appointed by the persons designated under paragraph 3 of this Article.

ARTICLE 5

Where it is decided a cooperative program or project under this Agreement should be subject to a formalized Subsidiary Agreement executed by both Parties, the Subsidiary Agreement should be attached as an annex to this Agreement and should address all detailed provisions for implementation, including such matters as patents, exchange of equipment, and information disclosure specific to the particular program or project.

ARTICLE 6

1. General
   The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the Provisions of Article 8.

2. Use of Proprietary Information
   A. Definitions as used in this Agreement :
      (i) The term "information" means scientific or technical data, results or methods of research and development, and any other information such as cost evaluations intended to be provided or exchanged under this Agreement;

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which :

a) has been held in confidence by its owner;
b) is of a type which is customarily held in confidence by its owner;
c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend :

"This document contains proprietary information furnished in confidence under an Agreement dated ..... between the United States Department of Energy and the Belgian Centre d'Etude de l'Energie Nucléaire/Studiecentrum voor Kernenergie (CEN/SCK) and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the US and Belgium without the prior approval of .....

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to :

a) persons within or employed by the receiving Party, and concerned Government departments and Government agencies in the country of the receiving Party;
b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;
c) organizations licensed by the receiving Party for use only within the terms of such licenses;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining

approval for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party other than pursuant to this Agreement.

ARTICLE 7

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement :
   a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists;
      (1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license with the right to grant sublicenses in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

c. With regard to other specific forms of cooperation, including loans or exchanges of materials, instruments and equipment or special joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Neither Party shall discriminate against citizens of the country of the other Party with respect to granting any license or sublicense under any invention or discovery pursuant to paragraph 1 above.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange for comparable accomodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.).

7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 10

1. By mutual agreement the sending Party may provide equipment to be utilized in joint projects and experiments. In such case, the sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and informational documentation.

2. The equipment and necessary spare parts supplied by the sending Party for use in joint projects and experiments shall remain its property and shall be returned to the sending Party upon completion of the joint project or experiment, unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at the host establishment only by mutual agreement between the Parties or between their senior representatives at the host establishment.

4. The host establishment shall provide the necessary premises for the equipment and will provide for electrical power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed upon.

5. The responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Belgium convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route shall rest with DoE.

6. The responsibility and expenses for the transport of equipment and materials from Belgium by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route shall rest with CEN/SCK.

7. The equipment provided by the sending Party for carrying out joint projects will be considered to be scientific, not having a commercial character, for the purposes of designation and import/export declarations.

8. The receiving Party shall be responsible for safekeeping and insurance en route from the authorized port of entry to the ultimate destination and return.

ARTICLE 11

Both Parties agree that the following provisions shall apply concerning compensation for damages incurred during the implementation of joint projects. It is understood that such compensation will be in accordance with the laws of the country on whose territory damages will have been incurred, except as otherwise provided.

1. First and Second Party Damages
   a. Each Party shall alone be responsible for payment of compensation for damages suffered by its staff regardless of where the damages have been incurred, and will not bring suit or lodge any other claims against the other Party for damages to its property, except as noted in paragraphs 1.b. and 1.c.
   b. If the damage suffered by the staff of one of the Parties is due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall reimburse the former an agreed to sum of monies which the former would be obliged to pay to the person or persons suffering the damages.
   c. If damages to the property of one Party are due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall compensate the former for the damages suffered.

2. Third Party Damages
   a. Defective Equipment
      Damages caused to the staff or property of a Third Party by defective equipment of a Party will be compensated for by the Party to which the equipment belongs, except as noted in paragraph 2.c.
   b. By Staff
      Damages caused to the staff or property of a Third Party by the staff of a Party will be compensated for by the Party in whose territory the damages occurred, except as noted in paragraph 2.c.
   c. Gross Negligence or Intentional Misconduct
      If damages referred to in paragraphs 2.a. and 2.b. were due to the gross negligence or intentional misconduct of the staff of a Party, that Party will bear the financial responsibility in regard to the Third Party.
   d. Damage by Third Party
      In the event of damage of any kind caused by a Third Party to the staff or property of one or both of the Parties, each of these, upon the request of the other Party will render it aid in the corroboration of claims on the Third Party.
   e. Resolution of Questions
      The Party on whose territory the damage was incurred will, in consultation with the other Party, take upon itself the resolution, with the Third Party, of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Party. After determining the extent of the damages, both Parties will decide, between themselves, the questions relating to compensation for damages incurred.

3. In the event of any dispute between the two Parties, a Committee shall be appointed by the Parties, with equal representation. The conclusions of the Committee will be presented to DoE and CEN/SCK who will review the conclusions and arrive at a mutual agreement concerning final disposition.

4. The foregoing provisions of this Article shall have no applicability to damages caused by a nuclear incident, as defined by the laws of the Parties. Compensation for damage caused by such a nuclear incident shall be in accordance with the laws of the Parties.

5. Definitions
   a. "Staff" of a Party means the employees of the Party, its contractors and subcontractors performing services under this Agreement, and employees of these contractors and subcontractors performing services under this Agreement.
   b. "Equipment" or "Property" of a Party means the equipment or property owned by that Party, or by the contractor and subcontractors of that Party who perform services in connection with joint projects under this Agreement.

ARTICLE 12

1. The provisions of this Agreement shall not affect the rights or duties of the Parties under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons, except that "proprietary information" shall have limited dissemination as set forth in Article 6 of this Agreement.

2. DoE shall act as the point of coordination for contracts and arrangements involving US commercial firms when such firms or enterprises act on behalf of the US Government under terms of this Agreement. CEN/SCK shall act as the point of coordination for contracts and arrangements involving Belgian commercial firms when such firms or enterprises act on behalf of or under contract to the Belgian Government under the terms of this Agreement. It is understood that all such contracts and arrangements shall conform with applicable laws and regulations under which each Party operates.

ARTICLE 13

Cooperation under this Agreement shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 14

Except when otherwise specifically agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 15

The Parties agree to engage in discussions, at an appropriate time, with the common purpose of seeking a multinational approach to the treatment and/or terminal storage of radioactive waste and, if found to be an acceptable further step, to undertake jointly funded projects.

ARTICLE 16

1. This Agreement shall enter into force upon the later date of signature by a Party, shall continue for a four-year period, and may be extended or amended by mutual consent. The implementation of, and progress under, this Agreement may be subject to annual review by the Parties.

2. This Agreement may be terminated at any time at the discretion of either Party, upon six month's advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

3. In the event that, during the period of this Agreement, the nature of either Party's radioactive waste management program should change substantially, whether this be by expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management programs of a third Party, either Party to this Agreement shall have the right to request revisions in the scope and/or terms of this Agreement.

4. All joint efforts and experiments not completed at the termination of this Agreement shall be continued until their completion under terms of this Agreement.

Done in duplicate,

For the UNITED STATES DEPARTEMENT OF ENERGY

Name [1]

Date JAN 19, 1981

For the Belgian CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE/ STUDIECENTRUM VOOR KERNENERGIE

Name S. AMELINCKX
Director General

Date 7/1/1981

[1] George W. Cunningham.

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9971

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DEPOSITORY 376

EMPLOYMENT

Arrangement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN and NORTHERN IRELAND

Effected by Exchange of Notes
Dated at Washington January 14 and 15, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $110 per year; $27.50 additional for foreign mailing. Single copies vary in price. This issue $1.75.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Employment

Arrangement effected by exchange of notes
Dated at Washington January 14 and 15, 1981;
Entered into force January 15, 1981.

The British Embassy to the Department of State

ADM 405/1/1

Note Number 11

Her Britannic Majesty's Embassy presents its compliments to the Department of State of the United States of America and has the honour to propose that dependents of employees of the Government of the United Kingdom holding an official appointment in the United States of America be authorised to accept employment in the United States without restriction.

In the case of dependents who seek employment in the United States, an official request must be made by the British Embassy in Washington to the Office of Protocol in the Department of State. Upon notification that the person is a dependent of an official employee who has been notified to that Office, the British Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

Dependents of members of the United States diplomatic and consular missions in the United Kingdom, other than those who are locally-engaged, will continue to be free to take up any offer of employment in the United Kingdom. The wives and unmarried children under eighteen of other

employees of the Government of the United States of America, assigned to official duty in the United Kingdom, will continue to be accorded permission to take up employment in the United Kingdom.

Concerning the question of waiver of immunity from the civil and administrative jurisdiction of the receiving State with respect to all matters rising out of such employment, Her Britannic Majesty's Embassy notes that in accordance with the provisions of Articles 31(1) (c) and 37(1) and (2) of the Vienna Convention on Diplomatic Relations, such immunity does not exist.

Her Britannic Majesty's Embassy further proposes that, if the above is acceptable to the Government of the United States of America, this Note and the Department's reply in that sense will constitute an arrangement between the two Governments which will come into effect on the date of the Department's reply and will remain in effect until terminated by either Government on ninety days' written notice to the other.

Her Britannic Majesty's Embassy avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

British Embassy
WASHINGTON D C

14 January 1981

The Department of State to the British Embassy

The Department of State refers to the British Embassy's note number 11 proposing arrangements relating to the employment of dependents of employees of either government appointed to the other country, which reads as follows:

"Her Britannic Majesty's Embassy presents its compliments to the Department of State of the United States of America and has the honour to propose that dependents of employees of the Government of the United Kingdom holding an official appointment in the United States of America be authorized to accept employment in the United States without restriction.

"In the case of dependents who seek employment in the United States, an official request must be made by the British Embassy in Washington to the Office of Protocol in the Department of State. Upon notification that the person is a dependent of an official employee who has been notified to that Office, the British Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

"Dependents of members of the United States diplomatic and consular missions in the United Kingdom, other than those who are locally-engaged, will continue to be free to take up any offer of employment in the United Kingdom. The wives and unmarried children under eighteen of other employees of the Government of the United States of America, assigned to official duty in the United Kingdom, will continue to be accorded permission to take up employment in the United Kingdom.

"Concerning the question of waiver of immunity from the civil and administrative jurisdiction of the receiving State with respect to all matters rising out of such employment, Her Britannic Majesty's Embassy notes that in accordance with the provisions of Articles 31(1)(c) and 37(1) and (2) of the Vienna Convention on Diplomatic Relations, such immunity does not exist.

"Her Britannic Majesty's Embassy further proposes that, if the above is acceptable to the Government of the United States of America, this Note and the Department's reply in that sense will constitute an arrangement between the two Governments which will come into effect on the date of the Department's reply and will remain in effect until terminated by either Government on ninety days' written notice to the other.

"Her Britannic Majesty's Embassy avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration."

The Department of State is pleased to inform the British Embassy that the Government of the United States concurs in the proposal set out in the Embassy's note and this reply will constitute an arrangement between the two governments which will come into

effect on the date of this note and will remain in effect until terminated by either government on ninety days' written notice to the other.

DEPARTMENT OF STATE,
Washington January 15, 1981

U.S. GOVERNMENT PRINTING OFFICE : 1981 O-82-292

10057

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10057

FISHERIES

Pacific Coast Albacore Tuna Vessels and Port Privileges

Treaty Between the
UNITED STATES OF AMERICA
and CANADA

Signed at Washington May 26, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145; $181.25 for foreign mailing. Single copies vary in price. This issue $2.25

CANADA

Fisheries: Pacific Coast Albacore Tuna Vessels and Port Privileges

Treaty signed at Washington May 26, 1981;
Transmitted by the President of the United States of America to the Senate July 1, 1981 (Treaty Doc. No. 97–13, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 15, 1981 (S. Ex. Rep. No. 97–15, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate July 20, 1981;
Ratified by the Pesident July 27, 1981;
Ratified by Canada July 23, 1981;
Ratifications exchanged at Ottawa July 29, 1981;
Proclaimed by the President September 4, 1981;
Entered into force July 29, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the Government of the United States of America and the Government of Canada on Pacific Coast Albacore Tuna Vessels and Port Privileges, with annexes, was signed at Washington on May 26, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 20, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on July 27, 1981, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Canada;

It is provided in Article VIII of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Ottawa on July 29, 1981; and accordingly the Treaty entered into force on July 29, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, with annexes, to the end that it be observed and fulfilled with good faith on and after July 29, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourth day of September in the year of our Lord one thousand nine hundred eighty-one and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:

WALTER J STOESSEL JR.
Acting Secretary of State

TREATY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON PACIFIC COAST ALBACORE TUNA VESSELS AND PORT PRIVILEGES

The Government of the United States of America and the Government of Canada,

Desiring to cooperate in matters concerning the albacore tuna fishery off the Pacific Coast of the United States and Canada,

Desiring to benefit the fishing industries involved in that fishery, and

Taking into account the deliberations of the Third United Nations Conference on the Law of the Sea in the field of fisheries,

Have agreed as follows:

ARTICLE I

Without prejudice to the respective juridical positions of both Parties regarding highly migratory species of tuna, each Party shall:

(a) ensure that all its vessels engaged in fishing for albacore tuna in waters under the fisheries

jurisdiction of the other Party shall do so in accordance with this Treaty;

(b) permit fishing vessels of the other Party to fish for albacore tuna in waters under its fisheries jurisdiction beyond twelve nautical miles of the baselines from which the territorial sea is measured, in accordance with Annex "A" to this Treaty and subject to other applicable laws and regulations.

ARTICLE II

Vessels of the United States of America fishing pursuant to this Treaty shall be authorized to enter the Canadian ports listed in Annex "B" to this Treaty and to use Canadian facilities and services, subject to compliance with applicable customs, navigation, safety, environmental and other laws and regulations pertaining to port privileges, and payment of applicable albacore tuna landing fees provided that such fees do not discriminate according to nationality, for the following purpcses:

(1) to land their catches of albacore tuna without the payment of duties and

(a) trans-ship them in bond under customs supervision to any port of the United States of America; or

(b) sell them for export in bond; or

(c) sell them locally on payment of the applicable

customs duty; and

(2) to obtain fuel, supplies, repairs and equipment on the same basis as albacore tuna vessels of the other Party.

ARTICLE III

Canadian vessels fishing pursuant to this Treaty shall be authorized to enter the United States ports listed in Annex "B" to this Treaty and to use United States facilities and services, subject to compliance with applicable customs, navigation, safety, environmental, and other laws and regulations pertaining to port privileges, and payment of applicable albacore tuna landing fees provided that such fees do not discriminate according to nationality, for the following purposes:

(1) to land their catches of albacore tuna without the payment of duties and

(a) trans-ship them in bond under customs supervision to any port of Canada; or

(b) sell them for export in bond; or

(c) sell them locally on payment of the applicable customs duty; and

(2) to obtain fuel, supplies, repairs and equipment on the same basis as albacore tuna vessels of the other Party.

ARTICLE IV

Neither Party shall, pursuant to its fisheries legislation, prohibit the importation into its territory of Pacific

albacore tuna and albacore tuna products from the other Party as a consequence of a dispute arising in other fisheries.

ARTICLE V

1. Vessels of each Party which are not in compliance with this Treaty are subject to enforcement action by the other Party when engaged in fishing for Pacific albacore tuna in waters under the fisheries jurisdiction of the other Party.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. Enforcement actions under this Treaty shall not include imprisonment.

4. In the case of seizure and arrest of a vessel by the authorities of one Party, notification shall be given promptly through diplomatic or consular channels informing the other Party of the action taken and of any penalties subsequently imposed.

ARTICLE VI

1. Either Party may at any time request consultations on the interpretation or application of this Treaty. Such consultations should commence as soon as practicable but in any case not later than sixty days from the date of receipt of the request for consultations, unless otherwise agreed by the Parties.

2. In the event of a dispute arising between the Parties

concerning the interpretation or application of this Treaty, the Parties shall consult with a view to resolving the dispute by negotiation.

ARTICLE VII

The Annexes may be amended by the President of the United States and the Government of Canada through an Exchange of Notes.

ARTICLE VIII

This Treaty shall enter into force upon the exchange of instruments of ratification at Ottawa.[1] After two years from the date of entry into force, either Party may give written notice to the other Party to terminate this Treaty. The Treaty shall terminate on December 31 of the calendar year following that in which such notice was received by the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Treaty.

DONE at Washington in duplicate, in the English and French languages, both versions being equally authentic, this Twenty-sixth day of May, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William Clark [2]

FOR THE GOVERNMENT OF CANADA:

Ben Towe [3]

[1] July 29, 1981.
[2] William Clark.
[3] Ben Towe.

ANNEX A

1. a. Each Party agrees to provide annually to the other Party a list of its fishing vessels which propose to fish albacore tuna off the coast of the other Party. The list will include (1) vessel name, (2) home port, (3) radio call sign, (4) fishing vessel registration number, and (5) captain or operator's name, if known.

b. Each Party may provide the other Party with additions or deletions to its list at any time.

c. As soon as possible after receipt, and subject to paragraph 1(d) below, the receiving Party shall satisfy itself that the list received meets the criteria of paragraph 1(a) and shall so inform the other Party in order to enable the albacore fishery to proceed pursuant to this Treaty.

d. Should, due to serious or repeated fisheries violations or offenses, one Party object to the inclusion of a particular vessel on the list of the other Party, the two Parties shall consult. In this event, actions pursuant to paragraph 1(c) with regard to other vessels shall not be delayed. Following consultations, each Party shall notify its vessels which both Parties agree shall not be included on the list referred to in paragraph 1(c).

2. If required by either Party, each vessel shall, upon entering and at least 24 hours prior to leaving the fishing zone of such Party, so inform the appropriate authorities and provide the vessel name, radio call sign and captain or operator's name.

3. When in the fishing zone of the other Party, each vessel shall have its name and radio call sign prominently displayed where they will be clearly visible both from the air and from a surface vessel.

4. Vessels of both Parties shall keep accurate log records while fishing pursuant to this Treaty.

5. In order that better information on the stocks of albacore tuna which migrate off the west coasts of the United States and Canada may be obtained, each vessel engaged in fishing pursuant to this Treaty shall provide to its government statistics and other scientific information on its operations in the fishing zone of the other Party. Each Party shall provide to the other Party twice yearly such information and in particular the amount (number and weight) of albacore tuna caught by its vessels in waters under the fisheries jurisdiction of the other Party. Other specific information to be provided, as well as the forms and procedures for providing such information, shall be agreed upon by the two Parties.

ANNEX B

1. Fishing vessels of the United States of America shall, pursuant to Article II, be authorized to enter the following ports located in Canada:

Port Hardy

Prince Rupert

Victoria

Ucluelet

2. Canadian fishing vessels shall, pursuant to Article III, be authorized to enter the following ports located in the United States of America:

Astoria

Bellingham

Coos Bay

Crescent City

TRAITE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA CONCERNANT LES THONIERS (THON BLANC) DU PACIFIQUE ET LEURS PRIVILEGES PORTUAIRES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

Désireux de collaborer sur des questions relatives à la pêche du thon blanc au large de la côte ouest du Canada et des Etats-Unis,

Désireux d'oeuvrer à l'avantage des industries qui exploitent le produit de cette pêche, et

Tenant compte des délibérations de la Troisième Conférence des Nations Unies sur le droit de la mer au chapitre de la pêche,

Sont convenus de ce qui suit:

ARTICLE I

Sans préjudice des positions juridiques respectives des deux Parties pour ce qui est des espèces hautement migratrices du thon, chaque Partie:

(a) s'assure que tous ses navires qui pêchent le thon blanc dans les eaux relevant de la juridiction de l'autre Partie en matière de pêche se livrent à cette activité en conformité avec les dispositions du présent Traité;

(b) permet aux navires de pêche de l'autre Partie de pêcher le thon blanc dans les eaux relevant de sa juridiction en matière de pêche au delà de douze milles marins à partir des lignes de base servant à mesurer la mer territoriale, en conformité avec les dispositions de l'Annexe "A" du présent Traité et sous réserve des autres lois et règlements applicables.

ARTICLE II

Les navires de pêche des Etats-Unis d'Amérique qui s'adonnent à des activités de pêche en application du présent Traité sont autorisés à avoir accès aux ports du Canada énumérés à l'Annexe "B" du présent Traité et utiliser les installations et services du Canada, sous réserve de la conformité avec les lois et règlements applicables aux douanes, à la navigation, à la sécurité, à l'environnement et les autres lois et règlements liés aux privilèges portuaires, ainsi que du paiement des droits en vigueur relatifs au déchargement des prises de thons blancs, pourvu que lesdits droits n'entraînent pas de traitement discriminatoire sur la base de la nationalité, aux fins suivantes:

(1) décharger leurs prises de thons blancs sans paiement de droits et

(a) les transborder en transit sous surveillance douanière dans tout port des Etats-Unis d'Amérique; ou

(b) les vendre en transit en vue de l'exportation; ou

(c) les vendre sur place moyennant paiement des droits de douane en vigueur; et

(2) obtenir carburant, fournitures, radoubs et matériel sur la même base que les navires de l'autre Partie qui pêchent le thon blanc.

ARTICLE III

Les navires de pêche du Canada qui s'adonnent à des activités de pêche en application du présent Traité sont autorisés à avoir accès aux ports des Etats-Unis énumérés à l'Annexe "B" du présent Traité et utiliser les installations et services des Etats-Unis, sous réserve de la conformité avec les lois et règlements applicables aux douanes, à la navigation, à la sécurité, à l'environnement et les autres lois et règlements liés aux privilèges portuaires, ainsi que du paiement des droits en vigueur relatifs au déchargement des prises de thons blancs, pourvu que lesdits droits n'entraînent pas de traitement discriminatoire sur la base de la nationalité, aux fins suivantes:

(1) décharger leurs prises de thons blancs sans paiement de droits et

(a) les transborder en transit sous surveillance douanière dans tout port du Canada; ou

(b) les vendre en transit en vue de l'exportation; ou

(c) les vendre sur place moyennant paiement des droits de douane en vigueur; et

(2) obtenir carburant, fournitures, radoubs et matériel sur la même base que les navires de l'autre Partie qui pêchent le thon blanc.

ARTICLE IV

Ni l'une ni l'autre Partie n'interdit, en application de sa législation sur les pêches, l'importation dans son territoire de thons blancs du Pacifique et de produits du thon blanc en provenance de l'autre Partie en raison d'un différend concernant d'autres activités de pêche.

ARTICLE V

(1) Les navires d'une Partie qui ne se conforment pas aux dispositions du présent Traité sont passibles de mesures exécutoires de la part de l'autre Partie lorsqu'ils pêchent le thon blanc du Pacifique dans les eaux relevant de la juridiction de cette autre Partie en matière de pêche.

(2) Les navires arrêtés et leurs équipages sont promptement libérés, sous réserve du versement d'une caution raisonnable ou d'une autre garantie dont pourra convenir le tribunal.

(3) Les mesures exécutoires prises aux termes du présent Traité ne comprennent pas l'emprisonnement.

(4) En cas de saisie et d'arrestation d'un navire par les autorités de l'une des Parties, notification est donnée promptement par voie diplomatique ou consulaire à l'autre Partie, l'informant des mesures prises et de toute pénalité imposée subséquemment.

ARTICLE VI

(1) L'une ou l'autre Partie peut demander en tout temps la tenue de consultations sur l'interprétation ou l'application du présent Traité. Lesdites consultations doivent débuter dans les meilleurs délais, mais au plus tard soixante jours à compter de la date de la réception de la demande de consultations, sauf entente contraire entre les Parties.

(2) En cas de différend entre les Parties quant à l'interprétation ou à l'application du présent Traité, les Parties se consultent en vue de régler le différend par voie de négociation.

ARTICLE VII

Les Annexes peuvent être modifiées par le Gouvernement du Canada et par le Président des Etats-Unis d'Amérique par voie d'un Echange de notes.

ARTICLE VIII

Le présent Traité entre en vigueur au moment de l'échange des instruments de ratification à Ottawa. Deux ans

après la date de sont entrée en vigueur, une Partie peut notifier à l'autre Partie son intention de le dénoncer. Le présent Traité prend fin le 31 décembre de l'année civile qui suit l'année au cours de laquelle à été reçue ladite notification par l'autre Partie.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Traité.

FAIT en double exemplaire à Washington le vingt-sixième jour de mai 1981, en français et en anglais, chaque version faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

POUR LE GOUVERNEMENT DU CANADA

ANNEXE A

(1) (a) Chaque Partie convient de fournir annuellement à l'autre Partie une liste de ses navires de pêche qui sont censés pratiquer la pêche du thon blanc au large de la côte de l'autre Partie. La liste comprendra:

(i) le nom du navire;

(ii) le nom du port d'attache;

(iii) l'indicatif radio;

(iv) le numéro d'immatriculation du navire de pêche;

(v) le nom du capitaine ou de l'exploitant, s'il est connu.

(b) Chaque Partie peut communiquer en tout temps à l'autre Partie des additions ou suppressions à sa propre liste.

(c) Dès que possible après réception de la liste et sous réserve du paragraphe (1) (d) ci-dessous, la Partie réceptrice s'assure que la liste répond aux critères du paragraphe (1) (a) et en informe l'autre Partie de manière à permettre que se poursuive la pêche du thon blanc en vertu du présent Traité.

(d) Si, par suite de violations ou de contraventions sérieuses ou répétées en matière de pêche, une Partie s'oppose à l'inclusion d'un navire particulier sur la liste de l'autre Partie, les deux Parties se consultent. En pareil cas, les mesures à prendre en application du paragraphe (1) (c) au regard des autres navires ne sont pas reportées. Après consultations, chaque Partie notifie ses navires dont les deux Parties ont convenu qu'ils ne doivent pas figurer sur la liste visée au paragraphe (1) (c).

(2) A la demande de l'une ou l'autre Partie, chaque navire doit, en pénétrant dans la zone de pêche de ladite Partie et au moins 24 heures avant de quitter ladite zone, en informer les autorités compétentes et donner le nom du navire, l'indicatif radio et le nom du capitaine ou de l'exploitant.

(3) Dans la zone de pêche de l'autre Partie, chaque navire doit arborer son nom et son indicatif radio de manière qu'ils puissent être clairement vus du haut des airs et par un navire naviguant en surface.

(4) Les navires des deux Parties tiennent un journal de bord précis pendant qu'ils s'adonnent à des activités de pêche en vertu du présent Traité.

(5) De manière à obtenir une information plus complète sur les stocks de thons blancs qui migrent au large de la côte ouest des Etats-Unis et du Canada, chaque navire qui se livre à des activités de pêche en vertu du présent Traité fournit à son gouvernement des données statistiques et d'autres renseignements scientifiques sur ses opérations dans la zone de pêche de l'autre Partie. Chaque Partie fournit cette information à l'autre Partie deux fois l'an et lui communique plus particulièrement le volume (quantité et poids) de thons blancs capturés par ses navires dans les eaux relevant de la juridiction de l'autre Partie en matière de pêche. Les deux Parties conviennent des autres renseignements spécifiques à fournir ainsi que des modalités de transmission de cette information.

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at Mexico January 3, 1981;
Entered into force January 3, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

January 3, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States agrees to provide funds not to exceed Three Hundred Thousand Dollars (U.S. $300,000) on an advance or reimbursable basis for the purchase of miscellaneous supplies, equipment, and other services, as mutually agreed upon, for the purpose of opium poppy eradication and narcotics traffic interdiction.

The Government of Mexico agrees to provide supporting documents periodically as mutually agreed upon to substantiate all disbursements made on a reimbursable and/or advance basis.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava
Ambassador

The Mexican Attorney General to the American Ambassador

FORMA C.G.-1 A

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., enero 3 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, esta dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y para la intercepta-ción de estupefacientes.

El Gobierno de los Estados Unidos esta de acuerdo en proporcionar fondos que no excederán Trescientos Mil Dólares (U.S. $300,000) en forma de adelanto o sobre base de reembolso para la adquisición de abastecimientos misceláneos, equipos, y otros servicios, mutuamente acordados para la destrucción de amapola de opio y la intercepta-ción del tráfico ilegal de estupefacientes.

El Gobierno de México está de acuerdo en proveer periódicamente documentos respaldando los desembolsos efectuados procedentes de

fondos dados sobre una base de reembolso y/o por adelantado, según sea convenido mutuamente entre representantes de nuestros dos Gobiernos.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., January 3, 1981

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of January 3, 1981, which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—96-500

10065

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10065

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SOMALIA

Signed at Mogadishu January 12, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SOMALIA

Agricultural Commodities

Agreement signed at Mogadishu January 12, 1981;
Entered into force January 12, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR SALES OF AGRICULTURE COMMODITIES
UNDER PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Somalia Democratic Republic have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and Part III of the March 20, 1978 Agreement,[2] together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fy)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1981	10,300	4.6 Dols
Corn/Sorghum	1981	15,300	3.0 Dols
Wheat/Wheat Flour (Grain equivalent basis)	1981	15,000	4.3 Dols
Soybean/Cottonseed oil	1981	4,300	3.1 Dols
TOTAL			15.0 Dols

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

1. Initial Payment - None
2. Currency Use Payment - 5 percent for Section 104 (a) purposes
3. Number of Installment Payments - 31
4. Amount of each installment Payment - approximately equal Annual Installment
5. Due Date of first Installment Payment - 10 years from date of last delivery of commodities in each calendar year.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9222; 30 UST 827.

6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Rice	1981	32,000
Feedgrains	1981	--
Wheat/Wheat Flour (Grain equivalent basis)	1981	25,000
Edible Vegetable Oils and/or bearing seeds (oil equivalent basis)	1981	6,800

Item IV. Export Limitations:

(A) The export limitations period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are:for rice - rice in the form of paddy, brown or milled; for feedgrains - corn/sorghum, cornmeal, barely, oats, and rye including mixed feed containing such grains; for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina or bulgar (or the same product under a different name); and for soybean/cottonseed oil - all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil cottonseed oil, rapeseed oil, and any edible oil bearing seeds from which edible oils are produced.

Item V. Self-Help Measures:

(A) The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Somali Democratic Republic (GSDR) agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation;

(1) Continue programs and activities to upgrade the livestock sector in Somalia. As part of these efforts, GSDR will:

(a) Upgrade the training facilities and programs for those extension agents who will be detailed to work with livestock herders.

(b) Designate an entity within the National Government to conduct a detailed study to review and make recommendations to the GSDR on programs needed for overcoming transportation and related marketing constraints in the livestock sector.

(2) Give priority in its development activities to programs having the goal of attaining [self-reliance] in the production of basic food crops, particularly grain and oilseeds. Examples of such efforts to increase production would include installation of irrigation pumps and stream water storage.

(3) Take appropriate measures to guarantee that farmers receive fair and adequate farm-gate prices for their output.

(4) Increase agricultural research and extension work within the Ministry of Agriculture, especially for those projects aimed at attaining self-reliance in production of food crops. Seed improvement, multiplication and distribution for grains and oils should be emphasized.

(5) Increase infrastructural and other services by the Water Development Agency (WDA) and the Settlement Development Agency (SDA) to settlers and cooperative farmers in the established agricultural and fisheries projects including activities in irrigation, conservation and expanded use of fertilizer.

(6) Implement specific manpower-management and planning programs within the Ministry of Agriculture.

(7) In collaboration with the State Planning Commission, Ministry of Agriculture and appropriate Somali University, the GSDR shall review the feasibility of instituting a baseline study aimed at generating data on production, input costs and marketing of food-grains. The USDA, Title XII institutions, consulting firms, or international organizations may be approached for technical

assistance as required, through the use of PL 480 generated local currency. In cooperation with host Government (GSDR) USDA will prepare a bi-annual evaluation on XII activities when local currencies are used.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

(A) The commodities provided hereunder, or the proceeds accruing to the importing country from the sales of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

(1) The following self-help measures as set forth in Item V of the agreement:

(a) Increase infrastructural and other services to settlers in agricultural and fisheries settlement (i.e. extension services, improved water supply, resettlement housing, health services, development of cooperatives).

(b) Implement manpower-management and planning programs (i.e. training of extension, resettlement, refugee relief and agricultural development personnel).

(c) Increase production of basic food crops, particularly grain and oilseed (i.e. promotion of small-scale production/extension projects in the interriverine Bay, and Northwest farming areas).

(2) The following specific projects and programs will be undertaken in support of the self-help measures:

(a) Agriculture production/extension projects;
(b) Rural water projects;
(c) Health projects;
(d) Settlement housing projects;
(e) Women-related projects;
(f) Fisheries projects;

(g) Range Management including animal health and energy resource projects;
(h) Refugee related activities;
(i) Increase effectiveness of marketing livestock and agricultural products;

(B) The project/programs identified under VI, A above will directly benefit the needy in the following ways:

(1) Agricultural production/extension projects will assist in providing agricultural services, commodities and implements for small-scale farmers in the interriverine, Bay, and Northwest farming areas. Similar assistance will be provided settlers in the six established agricultural and fisheries settlement projects. Approximately 300,000 small farmers are expected to benefit. The principal objectives are to increase agricultural cereal and oil seed production to achieve near self-sufficiency in the early 1980's and to help raise rural incomes.

(2) Rural water projects will provide potable water for rural families and increased supplies for animals. This is a major problem for all rural Somalis who must eke out a living in this semi-arid land. Present wells are insufficient both in terms of quantity and quality and the rivers are infested with shistisomiasis. Rural water projects will not only have a beneficial effect on health and sanitary conditions, especially for children, but will also improve the overall quality of life of the rural inhabitants. The program will complement but not be limited to other projects outlined in this section.

(3) Health projects envisaged are part of a country-wide program to extend primary health care services to the rural farming and nomadic populations. The program will involve the training of rural health workers, the constructions of small rural dispensaries, some larger rural health clinics, and the provision of supplies and equipment in support of the dispensaries and clinics. The principal groups to benefit

from the expanded health services will be the rural and nomadic populations who have limited access to primary health care. The program will give emphasis to addressing problems of communicable diseases, maternal child health care, nutrition and sanitation. Many of the dispensaries and clinics will be centered in the agricultural areas identified in VI, B,1. At the conclusion of this country-wide program, which will take a number of years to complete, approximately 2.0 million persons are expected to receive primary health services.

(4) Settlement housing projects will provide low-cost housing for resettled drought victims. The program will assist in replacing temporary shelters with permanent structures in the agriculture and fisheries settlement projects, beginning in Kurtunwaare. These resettled people have given up their previous nomadic way of life, and with few or no belongings or livestock, they are attempting to establish economically viable food producing settlements. The housing to be constructed is being designed in conjunction with these settlers to assure that acceptable housing is constructed at low price.

(5) Women-related projects take into consideration any effort in which females are the primary beneficiaries. This may include assistance in home gardening, home economics, craft production, textile design and production and women groups and centers.

(6) Fisheries development projects are an area of monetary gain to increasing numbers of coastal villages and towns inhabited by resettled nomads. The program includes renovation and expansion of present facilities and other local cost elements required to improve capabilities in this sector. With 15,000 drought-stricken nomads, as well as numerous other villagers depending on fishing as the sole means of economic improvement, the potential of developing this industry along Somalia's lengthy coastline is one of considerable importance for the country. Besides providing incomes

increased fish production will improve nutritional standards of those not only dependent upon fishing for a livelihood but also other consumers throughout the country. Also the fishing sector is one of the few areas that has the potential that may develop into a source of foreign exchange.

(7) Approximately 60 percent of Somalia's population is nomadic or semi-nomadic. They exist in a harsh environment and are largely dependent on their animals for physical and economic survival. Range managment and animal health projects will implement grazing systems and animal health programs, while emphasizing conservation of the limited resources found in these dry lands. As the basic source of energy for cooking and heating is wood or charcoal, projects will be developed emphasizing the more efficient use of those items and in the use of unsophisticated alternate sources of energy, such as solar cookers and simple bio/gas converters. In addition, shelter belts will be constructed to protect agricultural areas from drifting sands, fodder production farms will be expanded, artificial insemination will develop improved strains of cattle, and tsetse fly eradication will increase meat and milk production as well as open up riverine areas for settlement.

(8) Approximately 75 percent of Somalia's foreign exchange earnings derive from the sales of live animals or animal products and likewise some 75 percent of the population gain their livelihood as farmers and herdsmen. The return on agricultural products and livestock could be increased if existing marketing facilities were upgraded and this would have a direct effect on the well being of small farmers and small herdsmen throughout the country.

(9) Beginning in mid-1977, refugees have been pouring into the country at increasing rates. Early 1980 saw some 560,000 counted refugees in camps and an estimated 700,000 outside of camps. The refugee camp population increased by 1,500 a day and additional facilities are continually needed. The refugees arrive in poor health with practically no possessions and certainly make up

the poorest segment of Somalia. There are currently 21 camps scattered throughout the country and all are in need of storage buildings for food and other supplies, agricultural implements, seed medicine, and shelter. Also water resources development has become a critical concern for both the refugees in camps as well as outside camps. These inputs will not lead to self-sufficiency but will simply assist the refugees to survive.

(10) The programs described above are presently in the planning stage and will be subject to modification during implementation.

(C) In addition to the report required by Part I, Article II F of this Agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI. A above. Such report shall be made by the importing country within 6 months following the last delivery of commodities in the first calendar year of the Agreement and every 6 months thereafter, until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI A above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Mogadishu in duplicate This 12th Day of January 1981.

FOR THE GOVERNMENT OF THE SOMALI DEMOCRATIC REPUBLIC

BY: [1]

TITLE: Minister of Finance

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: [2]

TITLE: Ambassador

[1] Abdullahi Ahmed Addou.
[2] D. Petterson.

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—86-501

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SCIENTIFIC COOPERATION

Science and Technology

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo January 11, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Scientific Cooperation: Science and Technology

Agreement signed at Cairo January 11, 1981;
Entered into force January 11, 1981.

AGREEMENT RELATING TO COOPERATION IN THE AREAS OF SCIENCE AND TECHNOLOGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

The Government of the United States of America and the Government of the Arab Republic of Egypt,

Noting the mutual benefits which have accrued to both sides under the Agreement Relating to Cooperation in the Areas of Technology, Research and Development Between the Government of the United States of America and the Government of the Arab Republic of Egypt signed June 6, 1975,[1]

Recognizing that continued cooperation between the scientists and technologists of the two nations will advance the state of science and raise the level of technology in both countries, and

Realizing also that such cooperation will strengthen the bonds of friendship between the peoples of their two countries,

Have agreed as follows:

Article I

1. The two governments will undertake a broad program of scientific and technological cooperation for peaceful purposes.

2. In pursuit of this goal the governments will encourage and facilitate, as appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers, and other institutions and firms of the two countries and the conclusion of implementing arrangements between them for carrying out mutually agreed upon cooperative activities under this Agreement.

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[1] TIAS 8284; 27 UST 1860.

Article II

The cooperative program will have the goal of intensifying cooperation between the scientists and technologists of the two countries by providing them with additional opportunities to exchange knowledge, ideas, and techniques, to collaborate on the solution of problems of mutual interest, and to work together.

Article III

The program of cooperation may include exchanges of scientists and technologists, exchanges of scientific and technical information, the holding of joint seminars and meetings, and the carrying out of joint research projects and other types of activities which will contribute to achieving the objectives of the program.

Article IV

Cooperation under this Agreement may be undertaken in the fields of agriculture, health, medicine, population, energy, natural resources, environment, industrial technology, and such other areas of science and technology and their management as may be agreed upon by the two governments.

Article V

The scientists and technologists who participate in the program may come from governmental agencies, academic institutions, or other types of organizations.

Article VI

As appropriate and pending the approval of both governments, scientists, technologists, governmental agencies and institutions of third countries may participate in projects and programs being carried out under the Agreement.

Article VII

1. Each government shall bear the cost of its participation in cooperative activities carried out under this Agreement, in accordance with the existing laws in both countries and subject to the availability of funds and arrangements to be mutually worked out after this Agreement is executed.

2. The parties may also agree upon other means for the joint financing of activities.

Article VIII

Each government shall facilitate entry to and exit from its territory of personnel and equipment of the other country working on or used in cooperative projects and programs.

Article IX

1. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement shall be made available to the world scientific and technological community through customary channels and in accordance with the normal procedures of the participating agencies.

2. The disposition of patents, designs, and other intellectual property arising from the cooperative activities under this Agreement will be provided for in the implementing arrangements referred to in Article I.

Article X

1. The two governments shall establish the United States/Egyptian Joint Board on Science and Technology (hereinafter referred to as the "Joint Board"). Each Contracting Party shall designate a Chairman and its members of the Joint Board. The Joint Board shall adopt procedures for its operation and shall meet in Cairo on a regular basis.

2. The Joint Board shall be responsible for:

a) the planning and coordination of cooperation in science and technology under this Agreement,

b) the monitoring, facilitation, and evaluation of such cooperation,

c) the examination of new possibilities for developing and financing cooperative projects in addition to those already funded, and

d) such further functions as are agreed upon between the governments.

3. To carry out its functions, the Joint Board may, when necessary, create temporary or permanent joint subcommittees or working groups.

Article XI

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technological cooperation between the two governments.

Article XII

1. This Agreement, which supersedes the Agreement Relating to Cooperation in the Areas of Technology, Research and Development between the Government of the United States of America and the Government of the Arab Republic of Egypt signed June 6, 1975, shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the two governments.

2. Either party may terminate this Agreement at any time by giving written notice six months in advance of such termination. The termination of this Agreement shall not affect the validity or duration of any implementing arrangements made under it.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

DONE in duplicate at Cairo this eleventh day of January, 1981 in the English and Arabic languages, both texts being equally authoritative.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

[1]

FOR THE GOVERNMENT
OF THE ARAB REPUBLIC
OF EGYPT

[2]

[3]

[1] Thomas R. Pickering.
[2] I. Badran.
[3] A. Meguid.

بسم الله الرحمن الرحيم

أتفاق يتعلق بالتعاون فى مجالات "العلم والتكنولوجيا"

بين

حكومة الولايات المتحدة الأمريكية

وحكومة جمهورية مصر العربية

ان حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية قد تلاحظان ما تحقق من المنافع المتبادله للطرفين بمقتضى الاتفاق المتعلق بالتعاون فى مجالات استكولوجيا والبحوث والتنميه بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية الذى وقع فى آيونيو ١٩٧٥.

واعترافا منهما بأن استمرار التعاون بين العلماء والتكنولوجيين من شأنه ان يؤدى الى تقدم وضع العلوم والى رفع المستوى التكنولوجى للبلدين وادراكا منهما ايضا ان مثل هذا التعاون من شأنه ان يقوى روابط الصداقه بين شعبى البلدين.

قد اتفقا على مايلى ....

المادة الأولى

١ – تتولى الحكومتان العمل ببرنامج واسع للتعاون العلمى والتكنولوجى للأغراض السلمية.

٢ – وسعيا لتحقيق هذا الهدف تشجع الحكومتان وتسهلان حسبما يكون ذلك ملائما تنمية الاتصالات والتعاون المباشر بين الهيئات الحكومية والجامعات ومراكز البحوث وغيرها من المعاهد والمؤسسات فى البلدين كذلك تشجعان وتسهلان التوصل الى ترتيبات تنفيذية بينهما لتحقيق نشاطات التعاون المتفق عليها فى ظل هذا الاتفاق.

المادة الثانية

يهدف برنامج التعاون الى تكثيف التعاون بين العلماء والتكنولوجيين فى البلدين عن طريق توفير فرص اضافية لهم لتبادل المعرفه والافكار والاساليب الفنيه وللتعاون على حل المشاكل التى تهم الطرفين والعمل معا.

المادة الثالثة

لبرنامج التعاون ان يتضمن تبادل العلماء والتكنولوجيين وتبادل المعلومات العلمية والتكنولوجية وعقد الحلقات الدراسية والاجتماعات المشتركة وتنفيذ مشروعات بحوث مشتركه وغيرها من أشكال النشاطات التى تساهم فى تحقيق اهداف البرنامج.

المادة الرابعة

يجوز أن يشمل التعاون بمقتضى هذا الاتفاق مجالات الزراعه، الصحه، الطب، السكان، الغذاء، الموارد الطبيعيه، البيئة والتكنولوجيا الصناعيه وغيرها من مجالات العلم والتكنولوجيا وادارتها حسبما تتفق عليه الحكومتان.

المادة الخامسة

يجوز للعلماء والتكنولوجيين الذين يشتركون في البرنامج ان يوفدوا من الوكالات الحكومية والمؤسسات الاكاديمية أو غيرها من الهيئات والمنظمات.

المادة السادسة

يجوز للعلماء والتكنولوجيين والهيئات الحكومية والمؤسسات من دول ثالثة الاشتراك في المشروعات والبرامج التي تنفذ وفقا لهذا الاتفاق حسبما يكون ذلك ملائما وبعد موافقة الحكومتين.

المادة السابعة

١ - تتحمل كل حكومة تكاليف مساهمتها في نشاطات التعاون التي تنفذ وفقا لهذا الاتفاق وطبقا للقوانين المعمول بها في كلا البلدين ومدى توفر الاعتمادات المالية والترتيبات التي يتفق عليها بعد وضع هذا الاتفاق موضع التنفيذ.

٢ - يجوز للاطراف أيضا الاتفاق على وسائل أخرى للتمويل المشترك للنشاطات.

المادة الثامنة

تسهل كل حكومة الدخول الى اراضيها والخروج منها بالنسبة لافراد الدولة الأخرى الذين يعملون في المشروعات والبرامج التعاونية وبالنسبة للمعدات المستخدمة فيها.

المادة التاسعة

١ - نتاج المعلومات العلمية والتكنولوجية غير الخاضعة لحقوق الملكية المسجلة والتي يتم التوصل اليها من النشاطات التعاونية في هذا الاتفاق للمجتمع العلمي والتكنولوجي العالمي وذلك بالوسائل الاعتيادية ووفقا للاجراءات المعتادة للهيئات المشتركة.

٢ - التدابير المتعلقة باستخدام براءات الاختراع والتصميمات والانواع الاخرى من الملكية الفكرية والاستفادة منها والناتجة عن نشاطات التعاون بمقتضى هذا الاتفاق تنظم وفقا للترتيبات التنفيذية المنصوص عليها في المادة الأولى.

المادة العاشرة

١ - تنشئ الحكومتان المجلس الامريكي - الصري المشترك للعلم والتكنولوجيا المشار اليه فيما بعد بتعبير المجلس المشترك ويقوم كل طرف متعاقد بتعيين رئيس للمجلس وأعضاء عنه لعضويته يولي المجلس المشترك وضع الاجراءات المتعلقة بتنظيم عمله ويجتمع في القاهرة بصورة دورية.

٢ ـ يكون المجلس المشترك مسئولا عن :

أ ■ تخطيط وتنسيق التعاون العلمي والتكنولوجي بمقتضى هذا الاتفاق.

ب ■ مراقبة وتسهيل وتقييم هذا التعاون.

ج ■ بحث امكانيات جديده لتنمية وتمويل مشروعات تعاونية بالاضافة الى تلك المشروعات المموله فعلا.

د ■ اعمال أخرى حسبما يتم الاتفاق عليها بين الحكومات.

٣ ـ يجوز للمجلس المشترك لكي يقوم بتنفيذ مهامه ان ينشئ عند الضرورة لجان فرعيه مشتركه او فرق عمل مؤقته او دائمه.

المادة الحادية عشر

ليس في هذا الاتفاق ما يفسر بأنه اخلال بالترتيبات الأخرى للتعاون العلمي والتكنولوجي المبرمه بين الحكومتين.

المادة الثانية عشر

١ ـ يدخل هذا الاتفاق الذي يحل محل اتفاق التعاون في مجالات التكنولوجيا والبحوث والتنميه بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية الذي تم توقيعه في يونيو ١٩٧٥ حيز التنفيذ فور توقيعه ويبقى ساري المفعول لمدة خمسة أعوام. ويجوز تجديده أو تجديده باتفاق متبادل بين الحكومتين.

٢ ـ يحق لأي من الطرفين انهاء هذا الاتفاق في أي وقت بابلاغ الطرف الآخر كتابة قبل ستة أشهر من انهائه. لا يؤثر انهاء هذا الاتفاق على صلاحية او امتداد أية ترتيبات تنفيذية تمت بمقتضاه.

اثباتا لما تقدم وقع هذا الاتفاق المسئولون المفوضون بذلك والمذكورون ادناه. كل من قبل حكومته.

حرر في القاهرة بتاريخ ١١ يناير ١٩٨١ من نسختين أصليتين باللغتين الانجليزية والعربية ولكل من النصين حجيه متساويه.

عن الولايات المتحدة الأمريكية

عن جمهورية مصر العربية

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—86-542

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10067

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PEACE CORPS

Agreement Between the UNITED STATES OF AMERICA and ST. KITTS/NEVIS

Effected by Exchange of Letters
Signed at Bridgetown and Basseterre
May 15, 1980 and January 13, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ST. KITTS/NEVIS

Peace Corps

Agreement effected by exchange of letters
Signed at Bridgetown and Basseterre May 15, 1980 and January 13, 1981;
Entered into force January 13, 1981.

The American Ambassador to the St. Kitts/Nevis Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
BRIDGETOWN, BARBADOS

MAY 15, 1980

The Rt. Honorable KENNEDY SYMMONDS
Prime Minister of St. Kitts/Nevis
Prime Minister's Office
Government Headquarters
Basseterre
St. Kitts/Nevis

DEAR PRIME MINISTER:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to St. Kitts/Nevis of the men and women of the United States of America who volunteer to service in the Peace Corps and who, at the request of your Government will live and work for periods of time in St. Kitts/Nevis. This document supercedes the agreement dated December 19, 1966.[1]

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of St. Kitts/Nevis and approved by the Government of the United States to per-

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[1] Should read "December 19, 1966 and January 10, 1967". TIAS 6209; 18 UST 138.

form mutually agreed tasks in St. Kitts/Nevis. The volunteers will work under the immediate supervision of governmental or private organizations in St. Kitts/Nevis designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of St. Kitts/Nevis will bear such share of the costs of the Peace Corps program incurred in St. Kitt/Nevis as our two Governments agree should be contributed by it.

2. The Government of St. Kitts/Nevis will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in St. Kitts/Nevis; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of St. Kitts/Nevis will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside St. Kitts/Nevis, from all customs duties or other charges on their personal property introduced into St. Kitts/Nevis for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States and the Government of St. Kitts/Nevis will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of St. Kitts/Nevis will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in St. Kitts/Nevis by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of St. Kitts/Nevis will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of St. Kitts/Nevis. The Government of St. Kitts/Nevis will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside St. Kitts/Nevis, and from all other taxes or other charges (including immigration fees and airport taxes except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of St. Kitts/Nevis will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Kitts/Nevis for their own use as is accorded personnel of comparable rank or grade

of the Embassy of the United States in Barbados. The Government of St. Kitts/Nevis will accord personnel of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Kitts/Nevis for their own use as is accorded volunteers hereunder.

5. The Government of St. Kitts/Nevis will exempt from investment and deposit requirements and currency controls all funds introduced into St. Kitts/Nevis for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of St. Kitts/Nevis at the highest rate which is not unlawful in St. Kitts/Nevis.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in St. Kitts/Nevis as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

SALLY A. SHELTON

Sally A. Shelton
American Ambassador

The St. Kitts/Nevis Premier Minister of External Affairs to the American Ambassador

PREMIER
STATE OF ST. CHRISTOPHER NEVIS ANGUILLA

GOVERNMENT HEADQUARTERS,
P.O. BOX 186,
ST. KITTS, W. I.

Ref. No. EST/P5/002 VI

13TH JANUARY, 1981.

Her Excellency
Miss SALLY A. SHELTON,
Ambassador of the United States of America,
Embassy of the United States of America,
Bridgetown,
Barbados.

YOUR EXCELLENCY,

I have the honour to refer to your Note of 15th May, 1980, proposing the official conclusion of understandings with respect to the assignment to St. Kitts/Nevis of the men and women of the United States of America who volunteer to serve in the Peace Corps and who at the request of this Government will live and work for periods of time in St. Kitts/Nevis.

I have the honour to inform Your Excellency that this Government acknowledges the proposals in your communication and agrees to the understandings contained therein.

Please accept the renewed assurance of my highest consideration.

Yours faithfully,

KENNEDY A. SIMMONDS

(Kennedy A. Simmonds)
Premier Minister of External Affairs.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O - 86-543

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10068

INTERNATIONAL MILITARY EDUCATION AND TRAINING (IMET)

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Agreement Between the
UNITED STATES OF AMERICA
and GUYANA

Effected by Exchange of Notes
Dated at Georgetown January 13 and 22, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GUYANA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Georgetown January 13 and 22, 1981;
Entered into force January 22, 1981.

READEX FICHE best copy available

The American Embassy to the Guyanese Ministry of External Affairs

No. 009

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Cooperative Republic of Guyana and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States international military education and training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government --

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Cooperative Republic of Guyana may include training related to defense articles with respect to which the agreement of the Government of Guyana to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Guyana shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

The Embassy of the United States of America

Georgetown, January 13, 1981

The Guyanese Ministry of Foreign Affairs to the American Embassy

Cable Address
EXTERNAL GUYANA

MINISTRY OF FOREIGN AFFAIRS,
Carmichael Street,
Georgetown.
Guyana.

SFA:1/15/3

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of Note No. 009 of January 13, 1981, which reads as follows -

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Co-operative Republic of Guyana and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States international military education and training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government --

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Co-operative Republic of Guyana may include training related to defense articles with respect to which the agreement of the Government of Guyana to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Guyana shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration."

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana has the honour to inform the Embassy of the United States of America that it agrees to the foregoing proposal and that therefore the note of the Embassy of the United States of America and this reply shall constitute an Agreement between the two governments.

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of Foreign Affairs,
Georgetown,
January 22, 1981.

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INTERNATIONAL MILITARY EDUCATION AND TRAINING (IMET)

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Agreement Between the
UNITED STATES OF AMERICA
and DOMINICA

Effected by Exchange of Notes
Dated at Bridgetown and Roseau
December 11, 1980 and February 4, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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DOMINICA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bridgetown and Roseau December 11, 1980 and February 4, 1981;
Entered into force February 4, 1981.

The American Embassy to the Dominican Ministry of External Affairs

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Dominica and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of the United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without consent of the United States Government:

   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such articles (including training materials) as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of Government of Dominica may include training related to defense articles with respect to which the agreement of the Government of Dominica to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs stating that such conditions are acceptable to the Government of Dominica shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Dominica the assurances of its highest consideration.

Embassy of the United States of America,
Bridgetown, December 11, 1980.

The Dominican Ministry of External Affairs to the American Embassy

The Ministry of External Affairs of the Commonwealth of Dominica presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Telex US 533 of 12th December, 1980, [1] concerning provision of training related to defence articles under the United States International Military Education and Training (IMET) Programme.

The Ministry of External Affairs of the Commonwealth of Dominica wishes to confirm that the conditions in respect of the IMET training are acceptable to the Government of Dominica and that this note in reply together with the note from the Embassy of the United States of America constitutes an agreement to the Programme between the two governments on the subject effective from the date of the note.

The Ministry of External Affairs of the Commonwealth of Dominica avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

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[1] Should read "11 December, 1980." See pp. 2–4.

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FINANCE

Investment Guaranties

Agreement Between the UNITED STATES OF AMERICA and LEBANON

Effected by Exchange of Notes
Signed at Beirut September 17, 1980
and February 10, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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LEBANON

Finance: Investment Guaranties

Agreement effected by exchange of notes
Signed at Beirut September 17, 1980 and February 10, 1981;
Entered into force April 30, 1981.

The American Ambassador to the Lebanese President, Council for Development and Reconstruction

September 17, 1980

INVESTMENT INCENTIVE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE I

As used herein, the term "Coverage" shall refer to any investment insurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to

arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer or reinsurer in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the

right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

(c) The issuance of Coverage outside of Lebanon with respect to investment in a project in Lebanon shall not subject the Issuer to regulation under the laws of Lebanon applicable to insurance or financial organizations.

ARTICLE 4

To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Lebanon.

ARTICLE 5

Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or

entity in the territory of Lebanon.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of Lebanon regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or investment for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either government, to an arbitral tribunal for resolution in accordance with Paragraph 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Paragraph 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in

the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii). The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable

to the Government of Lebanon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Lebanon communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures. [1]

Accept, Excellency, the renewed assurances of my highest consideration.

Cordially yours,

John Gunther Dean

John Gunther Dean
American Ambassador

H.E. Mohamed Atallah,
President,
Council for Development
and Reconstruction,
Baabda.

[1] Apr. 30, 1981.

The Lebanese President, Council for Development and Reconstruction, to the American Ambassador

COUNCIL FOR DEVELOPMENT & RECONSTRUCTION
BEIRUT - LEBANON

The President

No. 48 /1

February 10, 1981

H.E. John Gunther Dean
Ambassador of the United States
of America
Beirut, Lebanon

Dear Mr. Ambassador:

I have the honor to acknowledge the receipt of your note dated September 17, 1980, which reads:

"I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment guaranties which are backed on whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

"ARTICLE 1

"As used herein, the term "Coverage" shall refer to any investment insurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer or reinsurer in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

"ARTICLE 2

"The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

"ARTICLE 3

"(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which any arise, in connection therewith.

"(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

"(c) The issuance of Coverage outside of Lebanon with respect to investment in a project in Lebanon shall not subject the Issuer to regulation under the laws of Lebanon applicable to insurance or financial organizations.

"ARTICLE 4

"To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor and the Issuer to make appropriate arrangements pursuant to which such interests are transfered to an entity permitted to own such interests under the laws of Lebanon.

"ARTICLE 5

"Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of Lebanon.

"ARTICLE 6

"(a) Any dispute between the Government of the United States of America and the Government of Lebanon regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or investment for which Coverage has been issued shall be resolved,insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either government, to an arbitral tribunal for resolution in accordance with Paragraph 6(b).

"(b) The arbitral tribunal for resolution of disputes pursuant to Paragraph 6(a) shall be established and function as follows:

"(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

"(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

"(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal, the expenses of the President and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

"(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

"ARTICLE 7

"This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

"Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Lebanon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Lebanon communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures."

I have the honor to confirm that the above correctly sets out the understanding reached between us.

With best regards,

Muhammad Atallah
President

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—86-587

10071

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HEALTH COOPERATION

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Washington January 13, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Health Cooperation

Agreement signed at Washington January 13, 1981;
Entered into force January 13, 1981.

AGREEMENT ON HEALTH COOPERATION BETWEEN THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF HEALTH OF THE ARAB REPUBLIC OF EGYPT

The Department of Health and Human Services of the United States of America and the Ministry of Health of the Arab Republic of Egypt,

Desiring to continue strengthening the friendly relations between the peoples of the United States of America and the Arab Republic of Egypt,

Wishing to continue the established cooperation in the field of health between the two countries, developed principally under the Agreement for Health Cooperation signed on October 28, 1975, [1]

Have agreed as follows:

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[1] TIAS 8405; 28 UST 112.

ARTICLE I

PURPOSE AND IMPLEMENTATION

1. The Department of Health and Human Services of the United States of America and the Ministry of Health of the Arab Republic of Egypt (hereinafter referred to as the Parties) shall continue the development and implementation of a cooperative health program. Cooperation under this Agreement shall be subject to the Parties' legal and administrative requirements and to the availability of funds.

2. The Parties shall utilize appropriate methods to accomplish the purposes of this Agreement, including cooperative research activities, exchange of information, sharing of technical experts and consultants, conferences, and training courses, in accordance with the provisions of this Agreement.

3. Joint activities, where possible, will be coordinated with, or be supportive of, the activities and goals of international health bodies, including the World Health Organization.

ARTICLE II

COORDINATION

1. The Joint Working Group on Health Cooperation, established pursuant to the Principles of Relations and Cooperation between the United States and the Arab Republic of Egypt signed on June 14, 1974, [1] shall continue to be responsible for overseeing the development of cooperative health programs under the terms of this Agreement and for making recommendations, as appropriate, to the Parties.

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[1] TIAS 7913; 25 UST 2359.

2. The Joint Working Group shall be chaired by the Assistant Secretary for Health of the Department of Health and Human Services of the United States and the Minister of Health of the Arab Republic of Egypt. Members of the Working Group shall include the Coordinators from each side, designated in accordance with Article II, Paragraph 3, below; representatives designated by the American Ambassador to the Arab Republic of Egypt and the Egyptian Ambassador to the United States of America; a representative designated by the U.S. Agency for International Development; a representative designated by the U.S. Naval Medical Research and Development Command; and the U.S. and Egyptian Co-Chairmen of the several Joint Working Group Subcommittees.

3. The United States will designate a Deputy Assistant Secretary and the Arab Republic of Egypt will designate an Undersecretary of Health to serve as Coordinators for the purpose of this Agreement. The Coordinators will be responsible for follow-up, evaluation and further development of cooperation between meetings of the Joint Working Group, in accordance with other provisions of this Agreement.

4. A Steering Committee of the Joint Working Group will be established, consisting of approximately four or five representatives from each side as designated, respectively, by the Assistant Secretary for Health and the Minister of Health. The Assistant Secretary, the Minister and the Coordinator from each side will serve as permanent members of the Steering Committee. The other designated members of the Steering Committee will serve two year terms,

renewable at the pleasure of the Assistant Secretary or Minister. The representatives of the American and Egyptian Ambassadors and the Agency for International Development will serve as nonvoting members of the Steering Committee.

With respect to funding which may be available for health activities under U.S. Public Law 83-480, [1] or which may become available from other non-AID sources, the Steering Committee of the Joint Working Group shall have the responsibility for:

- Establishing priorities for the funding of cooperative projects;
- Approving projects for funding, taking into account the recommendations of any appropriate subcommittees, and recognizing that priority consideration will be accorded to field or applied research that will help solve health problems of interest to both countries. Basic research will be considered to the extent that it supports this primary objective;
- Determining the timing of, and agendas for, meetings of the Joint Working Group.

It is recognized that any funding which becomes available and any activities which come into existence through the Joint Board on Science and Technology [2] will be subject to the policies and procedures which govern the functioning of the Joint Board.

5. Subcommittees or other subgroups of the Joint Working Group on Health Cooperation may be established at the discretion

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10066; 33 UST.

of the Steering Committee, with the approval of the Assistant Secretary and Minister.

6. The Parties may agree upon other means of financing cooperative health activities, subject to the Parties' legal and administrative requirements and to the availability of funds.

ARTICLE III

U.S. NAVAL MEDICAL RESEARCH UNIT

Both sides recognize the importance of continuing their support of the U.S. Naval Medical Research Unit in Cairo (NAMRU III) and agree to coordinate the activities of the Joint Working Group to the extent feasible with the research projects of NAMRU III.

ARTICLE IV

ENTRY INTO FORCE, DURATION, AND AMENDMENT

This Agreement shall enter into force upon signature and shall remain in force for five years from the date of signature unless terminated earlier by either party upon six months written notice to the other Party. It may be extended or amended by mutual agreement of the Parties in writing.

DONE at Washington, in duplicate, this thirteenth day of January 1981, in the English and Arabic languages, the two texts being equally authentic.

FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA:

[1]

FOR THE MINISTRY OF HEALTH OF THE ARAB REPUBLIC OF EGYPT:

[2]

[1] Patricia Roberts Harris.
[2] Mamdouh Gabr.

اتفاقية للتعاون الصحي

بين

وزارة الصحة والخدمات الانسانية

بالولايات المتحدة الامريكية

ووزارة الصحة بسورية سر العربية

ان وزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ووزارة الصحة بسورية سر العربية ،

رغبة منهما في استمرار تنمية علاقات الصداقة بين شعبي الولايات المتحدة الامريكية وسورية سر العربية ،

ورغبة منهما أيضا في استمرار التعاون القائم الآن في مجال الصحة بين البلدين وبالذي تأسس بموجب " اتفاقية التعاون الصحي " الموقعة في ٢٨ أكتوبر سنة ١٩٧٥ ،

تتفقان على مايلي :

المادة الأولى

الهدف والتنفيذ

١ – تختار وزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ، ووزارة الصحة بجمهورية مصر العربية ، (المشار اليهما فيما بعد بتعبير "الطرفان") ، تشترك في تنمية وتنفيذ برامج للتعاون الفني . يجمع التعاون في نطاق هذه "الاتفاقية" "للمتطلبات الادارية والتنفيذية" "للطرفين" وكذلك لتوفر الاعتمادات المالية .

٢ – يستخدم "الطرفان" الطرق الملائمة لتحقيق أهداف هذه "الاتفاقية" ، بما في ذلك التعاون في أنشطة البحوث ، وتبادل المعلومات ، والاسهام في تبادل الخبراء والمستشارين الفنيين ، وعقد المؤتمرات والحلقات الدراسية وفقا لأحكام هذه "الاتفاقية" .

٣ – تتشاور الأطراف المشتركة ، حيثما كان ذلك ممكنا ، مع أنشطة وأهداف الهيئات الصحية الدولية ، مثل منظمة الصحة العالمية ، أو تعمل على دعمها .

المادة الثانية

التنفيذ

١ – تستمر "هيئة العمل المشتركة للتعاون الفني" ، التي تأسست وفقا لمبادئ تبادل العلاقات والتعاون بين مصر والولايات المتحدة الأمريكية الموقع في ١٤ يونيو سنة ١٩٧٤ ، تستمر في مسئولية الاشراف على تنمية برامج التعاون الفني وفقا لشروط هذه "الاتفاقية" وكذلك تقديم التوصيات الملائمة "للطرفين" .

٢ – تكون "هيئة العمل المشتركة" برئاسة مساعد الوزير لشئون الصحة ، بوزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ، ووزير الصحة بجمهورية مصر العربية . وتضم عضويه "هيئة العمل المشتركة" الممثلين من كل طرف ، والمعينين حسب الفقرة ٣ من المادة الثانية أدناه ، بمن قد يعين بهم السفير الامريكي لدى جمهورية مصر العربية ، والسفير المصري لدى الولايات المتحدة الأمريكية ، وممثلين من قبل الوكالة الأمريكية للتنمية الدولية .

يندوب تعينه القيادة الأمريكية للبحوث والتنمية الطبية البحرية ، ورؤساء اللجان الفرعية الدوليين والأمريكيين ، التابعة " لهيئة العمل المشتركة " .

٢ - تعين الولايات المتحدة الامريكية سنويا بدرجة نائب ساعد وزير ، كما تعين سوريا مصر العربية وكيلا بوزارة الصحة ايضا كمنسق لأهداف هذه " الاتفاقية " . يكون المنسقان مسئولين عن متابعة وتقييم وزيادة تعزيز التعاون بين احتماعات " هيئة العمل المشتركة " وفقا لأحكام هذه " الاتفاقية " .

٤ - تنشئ " لجنة توجيه تابعة لهيئة العمل المشتركة " وتتألف من وبتعاما من أربعة أو خمسة مندوبين عن كل طرف حسب تعيينهم من قبل مساعد وزير الصحة الامريكي ووزير الصحة المصري ، كل عن دائته . ويضطلع مساعد الوزير الأمريكي ووزير الصحة المصري ، والمنسق من قبل كل طرف بمهامهم بوصفهم أعضاء دائمين في " لجنة التوجيه " ويضطلع الأعضاء الآخرون المعينون في " لجنة التوجيه " بمهام عضويتهم لمدة سنتين قابلة للتجديد حسب رغبة مساعد وزير الصحة الأمريكي أو وزير الصحة المصري . أما مندوبوا السفير الأمريكي والسفير المصري والوكالة الأمريكية للتنمية الدولية ، فيستمرون بمهامهم كأعضاء لا يحق لهم التصويت في عضوية " لجنة التوجيه " .

يتاح التمويل الذي قد يكون متوفرا للأنشطة الجارية وفقا للقانون العام للرئاسات المتحدة الأمريكية رقم (٨٢ - ٤٨٠) ، أو التمويل الذي قد يكون متوفرا من مصادر أخرى غير الوكالة الأمريكية للتنمية الدولية ، فيسند الى " لجنة التوجيه التابعة لهيئة العمل المشتركة " التي تكون مسئولة عن الآتي :

- وضع الأولويات لتمويل مشروعات التعاون .
- الموافقة على مشروعات للتمويل ، مع مراعاة التوجيهات المرجعية من بين أمور أخرى ، بأن تعطي الأولوية في الاعتبار لتلك البحوث التطبيقية أو البحوث الأخرى في مجالات من شأنها أن تساعد على حل المشاكل الصحية التي تهم الطرفين .
- تقديم البحوث الأساسية التي تحين الاعتبار بقدر ما تؤدي الى تعزيز هذا الهدف الاساسي .

- تحديد مواعيد عقد اجتماعات " هيئة العمل المشتركة وتقرير جدول أعمالها .

- من المسلّم به أن توفر أي تعويض أو تعاون ناتج عن جهود " الحلم المشترك للعلم والتكنولوجيا " يخضع للسياسات والاجراءات التي تحكم أعمال " الحلم المشترك " .

٥ - يجوز تشكيل لجان فرعية أو غيرها من الهيئات الفرعية التابعة " لهيئة العمل المشتركة للتعاون الصحي " ، وذلك بناء على رغبة " لجنة التوجيه " وبموافقة مساعد وزير الصحة والخدمات الانسانية الامريكي ووزير الصحة المصري .

٦ - يحق للطرفين أن يوافقا على وسائل أخرى لتمويل أنشطة التعاون الصحي طبقا للشروط القانونية والادارية للطرفين ، ولتوفير الأموال .

المادة الثالثة

وحدة البحوث الطبية البحرية التابعة للولايات المتحدة الامريكية

يعترف الطرفان ويسلمان بأهمية استمرار تدعيمها " لوحدة البحوث الطبية البحرية " التابعة للولايات الامريكية (نامرو ٣) والموجودة في القاهرة ، ويوافقان على تشجيع أنشطة " هيئة العمل المشتركة " الى الحد الذي يتفق مع برنامج البحوث التي تجريها (وحدة نامرو ٣) .

المادة الرابعة

تنفيذ الاتفاقية ، مدتها ، وتعديلاتها

تودع هذه " الاتفاقية " قيد التنفيذ فور توقيعها ، وتبقى سارية المفعول لمدة خمس سنوات من تاريخ توقيعها ، مالم يخطر انهاؤها قبل هذه المدة من قبل أحد " الطرفين " وذلك بناء على الطرف الآخر كتابة قبل ستة أشهر من انتهائها . ويجوز تجديدها أو تعديلها بموافقة خطية متبادلة بين " الطرفين " .

حررت في واشنطن في هذا اليوم ، الثالث عشر من يناير ١٩٨١ على نسختين أحدهما
باللغة العربية والأخرى باللغة العبرية ، وكلا النسختين أصليتين .

عن وزارة الصحة والخدمات الانسانية
للولايات المتحدة الأمريكية

عن وزارة الصحة
جمهورية مصر العربية

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JUDICIAL PROCEDURE

Abolishing Requirement of Legislation for Foreign Public Documents

Convention Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Done at The Hague October 5, 1961

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)–

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Judicial Procedure: Abolishing Requirement of Legislation for Foreign Public Documents

Convention done at The Hague October 5, 1961;
Transmitted by the President of the United States of America to the Senate July 19, 1976 (S. Ex. L, 94th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1979 (S. Ex. Rep. No. 96–17, 96th Cong., 1st Sess.);
Advice and consent to accession by the Senate November 28, 1979;
Accession approved by the President December 27, 1979;
Accession of the United States of America deposited with the Netherlands December 24, 1980;
Proclaimed by the President September 21, 1981;
Entered into force with respect to the United States of America October 15, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention Abolishing the Requirement of Legislation for Foreign Public Documents was done at The Hague on October 5, 1961, a certified copy of which Convention, is hereto annexed;

The Senate of the United States of America by its resolution of November 28, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to the accession of the United States of America to the Convention;

On December 27, 1979, the President of the United States of America approved accession to the Convention;

The United States of America deposited its instrument of accession on December 24, 1980, in accordance with the provisions of the Convention;

The Convention will enter into force for the United States of America on October 15, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after October 15, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-first day of September in the year of our Lord one thousand nine hundred
[SEAL] eighty-one and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
WALTER J. STOESSEL JR.
Acting Secretary of State

CONVENTION SUPPRIMANT L'EXIGENCE DE LA LÉGALISATION DES ACTES PUBLICS ÉTRANGERS

Les Etats signataires de la présente Convention,

Désirant supprimer l'exigence de la légalisation diplomatique ou consulaire des actes publics étrangers,

Ont résolu de conclure une Convention à cet effet et sont convenus des dispositions suivantes:

Article premier

La présente Convention s'applique aux actes publics qui ont été établis sur le territoire d'un Etat contractant et qui doivent être produits sur le territoire d'un autre Etat contractant.

Sont considérés comme actes publics, au sens de la présente Convention:

a) les documents qui émanent d'une autorité ou d'un fonctionnaire relevant d'une juridiction de l'Etat, y compris ceux qui émanent du ministère public, d'un greffier ou d'un huissier de justice;

b) les documents administratifs;

c) les actes notariés;

d) les déclarations officielles telles que mentions d'enregistrement, visas pour date certaine et certifications de signature, apposées sur un acte sous seing privé.

Toutefois la présente Convention ne s'applique pas:

a) aux documents établis par des agents diplomatiques ou consulaires;

b) aux documents administratifs ayant trait directement à une opération commerciale ou douanière.

Article 2

Chacun des Etats contractants dispense de légalisation les actes auxquels s'applique la présente Convention et qui doivent être produits sur son territoire. La légalisation au sens de la présente Convention ne recouvre que la formalité par laquelle les agents diplomatiques ou consulaires du pays sur le territoire duquel l'acte doit être produit attestent la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu.

Article 3

La seule formalité qui puisse être exigée pour attester la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu, est l'apposition de l'apostille définie à l'article 4, délivrée par l'autorité compétente de l'Etat d'où émane le document.

Toutefois la formalité mentionnée à l'alinéa précédent ne peut être exigée lorsque soit les lois, règlements ou usages en vigueur dans l'Etat où l'acte est produit, soit une entente entre deux ou plusieurs Etats contractants l'écartent, la simplifient ou dispensent l'acte de légalisation.

CONVENTION ABOLISHING THE REQUIREMENT OF LEGALISATION FOR FOREIGN PUBLIC DOCUMENTS

The States signatory to the present Convention,

Desiring to abolish the requirement of diplomatic or consular legalisation for foreign public documents,

Have resolved to conclude a Convention to this effect and have agreed upon the following provisions:

Article 1

The present Convention shall apply to public documents which have been executed in the territory of one contracting State and which have to be produced in the territory of another contracting State.

For the purposes of the present Convention, the following are deemed to be public documents:

a) documents emanating from an authority or an official connected with the courts or tribunals of the State, including those emanating from a public prosecutor, a clerk of a court or a process server ("huissier de justice");

b) administrative documents;

c) notarial acts;

d) official certificates which are placed on documents signed by persons in their private capacity, such as official certificates recording the registration of a document or the fact that it was in existence on a certain date and official and notarial authentications of signatures.

However, the present Convention shall not apply:

a) to documents executed by diplomatic or consular agents;

b) to administrative documents dealing directly with commercial or customs operations.

Article 2

Each contracting State shall exempt from legalisation documents to which the present Convention applies and which have to be produced in its territory. For the purposes of the present Convention, legalisation means only the formality by which the diplomatic or consular agents of the country in which the document has to be produced certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which it bears.

Article 3

The only formality that may be required in order to certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which it bears, is the addition of the certificate described in Article 4, issued by the competent authority of the State from which the document emanates.

However, the formality mentioned in the preceding paragraph cannot be required when either the laws, regulations, or practice in force in the State where the document is produced or an agreement between two or more contracting States have abolished or simplified it, or exempt the document itself from legalisation.

Article 4

L'apostille prevue à l'article 3, alinéa premier, est apposée sur l'acte lui-même ou sur une allonge; elle doit être conforme au modèle annexé à la présente Convention.

Toutefois elle peut être rédigée dans la langue officielle de l'autorité qui la délivre. Les mentions qui y figurent peuvent également être données dans une deuxième langue. Le titre „Apostille (Convention de La Haye du 5 octobre 1961)" devra être mentionné en langue française.

Article 5

L'apostille est délivrée à la requête du signataire ou de tout porteur de l'acte.

Dûment remplie, elle atteste la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu.

La signature, le sceau ou timbre qui figurent sur l'apostille sont dispensés de toute attestation.

Article 6

Chaque Etat contractant désignera les autorités prises en qualités, auxquelles est attribuée compétence pour délivrer l'apostille prévue à l'article 3, alinéa premier.

Il notifiera cette désignation au Ministère des Affaires Etrangères des Pays-Bas au moment du dépôt de son instrument de ratification ou d'adhésion ou de sa déclaration d'extension. Il lui notifiera aussi toute modification dans la désignation de ces autorités.

Article 7

Chacune des autorités désignées conformément à l'article 6 doit tenir un registre ou fichier dans lequel elle prend note des apostilles délivrées en indiquant:

a) le numéro d'ordre et la date de l'apostille,

b) le nom du signataire de l'acte public et la qualité en laquelle il a agi, ou, pour les actes non signés, l'indication de l'autorité qui a apposé le sceau ou timbre.

A la demande de tout intéressé l'autorité qui a délivré l'apostille est tenue de vérifier si les inscriptions portées sur l'apostille correspondent à celles du registre ou du fichier.

Article 8

Lorsqu'il existe entre deux ou plusieurs Etats contractants un traité, une convention ou un accord, contenant des dispositions qui soumettent l'attestation de la signature, du sceau ou timbre à certaines formalités, la présente Convention n'y déroge que si lesdites formalités sont plus rigoureuses que celle prévue aux articles 3 et 4.

Article 9

Chaque Etat contractant prendra les mesures nécessaires pour éviter que ses agents diplomatiques ou consulaires ne procèdent à des légalisations dans les cas où la présente Convention en prescrit la dispense.

Article 10

La présente Convention est ouverte à la signature des Etats représentés à la Neuvième session de la Conférence de La Haye de droit international privé, ainsi qu'à celle de l'Irlande, de l'Islande, du Liechtenstein et de la Turquie.

Elle sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires Etrangères des Pays-Bas.

Article 4

The certificate referred to in the first paragraph of Article 3 shall be placed on the document itself or on an "allonge"; it shall be in the form of the model annexed to the present Convention.

It may, however, be drawn up in the official language of the authority which issues it. The standard terms appearing therein may be in a second language also. The title "Apostille (Convention de La Haye du 5 octobre 1961)" shall be in the French language.

Article 5

The certificate shall be issued at the request of the person who has signed the document or of any bearer.

When properly filled in, it will certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which the document bears.

The signature, seal and stamp on the certificate are exempt from all certification.

Article 6

Each contracting State shall designate by reference to their official function, the authorities who are competent to issue the certificate referred to in the first paragraph of Article 3.

It shall give notice of such designation to the Ministry of Foreign Affairs of the Netherlands at the time it deposits its instrument of ratification or of accession or its declaration of extension. It shall also give notice of any change in the designated authorities.

Article 7

Each of the authorities designated in accordance with Article 6 shall keep a register or card index in which it shall record the certificates issued, specifying:

a) the number and date of the certificate,

b) the name of the person signing the public document and the capacity in which he has acted, or in the case of unsigned documents, the name of the authority which has affixed the seal or stamp.

At the request of any interested person, the authority which has issued the certificate shall verify whether the particulars in the certificate correspond with those in the register or card index.

Article 8

Where a treaty, convention or agreement between two or more contracting States contains provisions which subject the certification of a signature, seal or stamp to certain formalities, the present Convention will only override such provisions if those formalities are more rigorous than the formality referred to in Articles 3 and 4.

Article 9

Each contracting State shall take the necessary steps to prevent the performance of legalisations by its diplomatic or consular agents in cases where the present Convention provides for exemption.

Article 10

The present Convention shall be open for signature by the States represented at the Ninth session of the Hague Conference on Private International Law and Iceland, Ireland, Liechtenstein and Turkey.

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 11

La présente Convention entrera en vigueur le soixantième jour après le dépôt du troisième instrument de ratification prévu par l'article 10, alinéa 2.

La Convention entrera en vigueur, pour chaque Etat signataire ratifiant postérieurement, le soixantième jour après le dépôt de son instrument de ratification.

Article 12

Tout Etat non visé par l'article 10 pourra adhérer à la présente Convention après son entrée en vigueur en vertu de l'article 11, alinéa premier. L'instrument d'adhésion sera déposé auprès du Ministère des Affaires Etrangères des Pays-Bas.

L'adhésion n'aura d'effet que dans les rapports entre l'Etat adhérant et les Etats contractants qui n'auront pas élevé d'objection à son encontre dans les six mois après la réception de la notification prévue à l'article 15, litt. d). Une telle objection sera notifiée au Ministère des Affaires Etrangères des Pays-Bas.

La Convention entrera en vigueur, entre l'Etat adhérant et les Etats n'ayant pas élevé d'objection contre l'adhésion, le soixantième jour après l'expiration du délai de six mois mentionné à l'alinéa précédent.

Article 13

Tout Etat, au moment de la signature, de la ratification ou de l'adhésion, pourra déclarer que la présente Convention s'étendra à l'ensemble des territoires qu'il représente sur le plan international, ou à l'un ou plusieurs d'entre eux. Cette déclaration aura effet au moment de l'entrée en vigueur de la Convention pour ledit Etat.

Par la suite, toute extension de cette nature sera notifiée au Ministère des Affaires Etrangères des Pays-Bas.

Lorsque la déclaration d'extension sera faite par un Etat ayant signé et ratifié la Convention, celle-ci entrera en vigueur pour les territoires visés conformément aux dispositions de l'article 11. Lorsque la déclaration d'extension sera faite par un Etat ayant adhéré à la Convention, celle-ci entrera en vigueur pour les territoires visés conformément aux dispositions de l'article 12.

Article 14

La présente Convention aura une durée de cinq ans à partir de la date de son entrée en vigueur conformément à l'article 11, alinéa premier, même pour les Etats qui l'auront ratifiée ou y auront adhéré postérieurement.

La Convention sera renouvelée tacitement de cinq en cinq ans, sauf dénonciation.

La dénonciation sera, au moins six mois avant l'expiration du délai de cinq ans, notifiée au Ministère des Affaires Etrangères des Pays-Bas.

Elle pourra se limiter à certains des territoires auxquels s'applique la Convention.

La dénonciation n'aura d'effet qu'à l'égard de l'Etat qui l'aura notifiée. La Convention restera en vigueur pour les autres Etats contractants.

Article 15

Le Ministère des Affaires Etrangères des Pays-Bas notifiera aux Etats visés à l'article 10, ainsi qu'aux Etats qui auront adhéré conformément aux dispositions de l'article 12:

a) les notifications visées à l'article 6, alinéa 2;

b) les signatures et ratifications visées à l'article 10;

c) la date à laquelle la présente Convention entrera en vigueur conformément aux dispositions de l'article 11, alinéa premier;

d) les adhésions et objections visées à l'article 12 et la date à laquelle les adhésions auront effet;

Article 11

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 10.

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

Article 12

Any State not referred to in Article 10 may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 11. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Such accession shall have effect only as regards the relations between the acceding State and those contracting States which have not raised an objection to its accession in the six months after the receipt of the notification referred to in sub-paragraph d) of Article 15. Any such objection shall be notified to the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force as between the acceding State and the States which have raised no objection to its accession on the sixtieth day after the expiry of the period of six months mentioned in the preceding paragraph.

Article 13

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.

When the declaration of extension is made by a State which has signed and ratified, the Convention shall enter into force for the territories concerned in accordance with Article 11. When the declaration of extension is made by a State which has acceded, the Convention shall enter into force for the territories concerned in accordance with Article 12.

Article 14

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 11, even for States which have ratified it or acceded to it subsequently.

If there has been no denunciation, the Convention shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation will only have effect as regards the State which has notified it. The Convention shall remain in force for the other contracting States.

Article 15

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 10, and to the States which have acceded in accordance with Article 12, of the following:

a) the notifications referred to in the second paragraph of Article 6;

b) the signatures and ratifications referred to in Article 10;

c) the date on which the present Convention enters into force in accordance with the first paragraph of Article 11;

d) the accessions and objections referred to in Article 12 and the date on which such accessions take effect;

e) les extensions visées à l'article 13 et la date à laquelle elles auront effet;

f) les dénonciations visées à l'article 14, alinéa 3.

En foi de quoi, les soussignés, dûment autorisés, ont signé la présente Convention.

Fait à La Haye, le 5 octobre 1961, en français et en anglais, le texte français faisant foi en cas de divergence entre les textes, en un seul exemplaire, qui sera déposé dans les archives du Gouvernement des Pays-Bas et dont une copie certifiée conforme sera remise, par la voie diplomatique, à chacun des Etats représentés à la Neuvième session de la Conférence de La Haye de droit international privé, ainsi qu'à l'Irlande, à l'Islande, au Liechtenstein et à la Turquie.

Pour la République Fédérale d'Allemagne,
For the Federal Republic of Germany,

(s.) Dr. J. LONS

Pour l'Autriche,
For Austria,

(s.) Dr. GEORG AUFHS

Pour la Belgique,
For Belgium,

(s.) W. VAN CAUWENBERG
10 Maart 1970

Pour le Danemark,
For Denmark,

Pour l'Espagne,
For Spain,

Pour la Finlande,
For Finland,

(s.) H. v. KNORRING
le 13 mars 1962

Pour la France,
For France,

le 9 octobre 1961
(s.) ETIENNE COIDAN

Pour la Grèce,
For Greece,

(s.) P. A. VERYKIOS

Pour l'Irlande,
For Ireland,

Pour l'Islande,
For Iceland,

Pour l'Italie,
For Italy,

(s.) R. GIUSTINIANI
15 décembre 1961

e) the extensions referred to in Article 13 and the date on which they take effect;

f) the denunciations referred to in the third paragraph of Article 14.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Convention.

Done at The Hague the 5th October 1961, in French and in English, the French text prevailing in case of divergence between the two texts, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Ninth session of the Hague Conference on Private International Law and also to Iceland, Ireland, Liechtenstein and Turkey.

Pour le Japon,
For Japan,

(s.) MASATO FUJISAKI
12 March 1970

Pour le Liechtenstein,
For Liechtenstein,

(s.) E. DE HALLER
18.IV.62

Pour le Luxembourg,
For Luxemburg,

(s.) J. KREMER

Pour la Norvège,
For Norway,

Pour les Pays-Bas,
For the Netherlands,

(s.) H.R. VAN HOUTEN
30-11-62

Pour le Portugal,
For Portugal,

(s.) CARLOS DE LIZ BRANQUINHO
20-8-65

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord,
For the United Kingdom of Great Britain and Northern Ireland,

(s.) A.N. NOBLE
19th Oct. 1961

Pour la Suède,
For Sweden,

Pour la Suisse,
For Switzerland,

(s.) M. SCHERLER

Pour la Turquie,
For Turkey,

(s.) F. KEPENEK
8-5-962

Pour la Yougoslavie,
For Yougoslavia,

(s.) RADE TOKIC
(sous réserve de la ratification)

ANNEXE A LA CONVENTION

Modèle d'apostille

L'apostille aura la forme d'un carré
de 9 centimètres de côté au minimum

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Pays: .....
Le présent acte public
2. a été signé par .....
3. agissant en qualité de .....
4. est revêtu du sceau/timbre de .....
.....

Attesté

5. à ..... 6. le .....
7. par .....
.....
8. sous N° .....
9. Sceau/timbre: 10. Signature:
.....

ANNEX TO THE CONVENTION

Model of certificate

The certificate will be in the form of a square
with sides at least 9 centimetres long

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Country: .....
This public document
2. has been signed by .....
3. acting in the capacity of .....
4. bears the seal/stamp of .....
.....

Certified

5. at ..... 6. the .....
7. by .....
8. N° .....
9. Seal/stamp: 10. Signature:
.....

Copie certifiée conforme à l'original

Chef du Bureau de Publication
des Traités
du Ministère des Affaires Etrangères
du Royaume des Pays-Bas:

H.J.M. Bredt

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10073

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10073

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DEFENSE

Storage of Materiels

Agreement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS

Effected by Exchange of Notes
Signed at The Hague January 15, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NETHERLANDS

Defense: Storage of Materiels

Agreement effected by exchange of notes
Signed at The Hague January 15, 1981;
Entered into force August 20, 1981.

The American Ambassador to the Dutch Minister for Foreign Affairs

The Hague, January 15, 1981

No. 3

Excellency:

I have the honor to refer to recent discussions between our Governments which lead both parties to believe that, in order to strengthen in the framework of the North Atlantic Treaty [1] the individual and collective capacity to resist armed attack, the United States Government has an increasing need for storage sites in the Netherlands.

It has therefore been agreed that:

1. The Government of the Netherlands will permit the storage of prepositioned war readiness materiels by U.S. forces as mutually agreed. Prepositioned war readiness materiels include items such as prepositioned organizational materiel, Theater War Reserves and other stocks including conventional ammunition.

2. Representatives of the Netherlands Ministry of Defense and the United States Department of Defense will implement the present note with arrangements setting forth the terms and conditions concerning provision, operation, and funding of the storage sites.

His Excellency

C. A. van der Klaauw,

Minister for Foreign Affairs of

The Netherlands.

---

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

Unless otherwise agreed, operation of the storage sites will be by the Netherlands. The agreement effected by exchange of notes signed at the Hague on 7 March 1952 [1] concerning Relief from Taxation on Defense Expenditures shall apply to expenditures in implementation of the storage program.

3. The arrangements entered into pursuant to paragraph 2 will be consistent with the applicable Netherlands and U.S. laws and regulations and with applicable NATO regulations and procedures.

4. The provisions of the agreement signed in London on 19 June 1951 [2] between the parties to the North Atlantic Treaty regarding the status of their forces, together with such additional understandings as the two Governments have reached or may reach concerning the application of these provisions and any amendments thereto, shall govern the status of United States forces, including its personnel who are stationed or temporarily present in the Netherlands for the purposes of this agreement.

5. This agreement will remain in effect for the duration of the North Atlantic Treaty or until such time as the two Governments mutually agree upon its termination. It applies as regards the Kingdom of the Netherlands only to the European part of the Kingdom.

[1] TIAS 2563; 3 UST 4183.
[2] TIAS 2846, 5351, 7759; 4 UST 1792; 14 UST 531; 24 UST 2355.

If the foregoing provisions are acceptable to your Government, this note and Your Excellency's reply thereto indicating such acceptance shall be honored as constituting the agreement of our two Governments concerning this matter, which will come into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled. [1]

Geri M. Joseph [2]

[1] Aug. 20, 1981.
[2] Geri M. Joseph.

5

The Dutch Minister for Foreign Affairs to the American Ambassador

Treaties Department
DVE/VV-NA115

The Hague, 15 January 1981.

Excellency,

I have the honour to confirm the receipt of Your note of January 15, 1981, reference number 3, which reads as follows:

"I have the honour to refer to recent discussions between our Governments which lead both parties to believe that, in order to strengthen in the framework of the North Atlantic Treaty the individual and collective capacity to resist armed attack, the United States Government has an increasing need for storage sites in the Netherlands.

It has therefore been agreed that:
1. The Government of the Netherlands will permit the storage of prepositioned war readiness materials by US forces as mutually agreed. Prepositioned war readiness materials include items such as prepositioned organizational material, Theater War Reserves and other stocks including conventional ammunition.
2. Representatives of the Netherlands Ministry of Defense and the United States Department of Defense will implement the present note with arrangements setting forth the terms and conditions concerning provision, operation and funding of the storage sites. Unless otherwise agreed, operation of the storage sites will be by the Netherlands. The agreement effected by exchange of notes signed at The Hague on 7 March 1952 concerning Relief from Taxation on Defense Expenditures shall apply to expenditures in implementation of the storage program.

To Her Excellency
the Ambassador of the
United States of America
at
The Hague.

3. The arrangements entered into pursuant to paragraph 2 will be consistent with the applicable Netherlands and US laws and regulations and with applicable NATO regulations and procedures.
4. The provisions of the agreement signed in London on 19 June 1951 between the parties to the North Atlantic Treaty regarding the status of their forces, together with such additional understandings as the two Governments have reached or may reach concerning the application of these provisions, and any amendments thereto, shall govern the status of United States forces, including its personnel who are stationed or temporarily present in the Netherlands for the purposes of this agreement.
5. This agreement will remain in effect for the duration of the North Atlantic Treaty or until such time as the two Governments mutually agree upon its termination. It applies as regards the Kingdom of the Netherlands only to the European part of the Kingdom.

If the foregoing provisions are acceptable to Your Government, this note and Your Excellency's reply thereto indicating such acceptance shall be honoured as constituting the agreement of our two Governments concerning this matter, which will come into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled."

I have the honour to inform You that the contents of Your note are acceptable to my Government and that this note and Your Excellency's note constitute an agreement between the Kingdom of the Netherlands and the United States of America which will enter into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled.

Please accept Excellency, the assurance of my highest consideration.

C. A. van der Klaauw

C.A. van der Klaauw
Minister for Foreign Affairs

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—86-589

10074

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10074

FINANCE

Gold Exchange

Agreement Between the UNITED STATES OF AMERICA and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Signed at London January 16, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Finance: Gold Exchange

Agreement signed at London January 16, 1981;
Entered into force January 16, 1981.

AGREEMENT BETWEEN THE LORDS COMMISSIONERS OF
HER MAJESTY'S TREASURY AND THE UNITED STATES TREASURY

This Agreement is made the 16th day of January, 1981 between the Lords Commissioners of Her Majesty's Treasury on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland ("HMG") and the Department of the Treasury of the United States of America ("United States Treasury").

1. The United States Treasury agrees to purchase from HMG, and HMG agrees to place at the disposal of the United States Treasury (for credit at the Bank of England ("the Bank") to the "Federal Reserve Bank of New York, as fiscal agent, U.S. Treasury, Gold Custody Account"), at the time provided in clause 5, good delivery London bars containing 1,632,917.746 Troy ounces of fine gold ("Parcel 1").

2. In consideration of the aforesaid purchase by the United States Treasury, HMG agrees to purchase at the same time and the United States Treasury agrees to place at the disposal of HMG and hold in safe custody for HMG at the U.S. Treasury, New York Assay Office United States government-stamped bars containing 1,633,090.535 Troy ounces of fine gold ("Parcel 2").

3. HMG will pay U.S.$97,237.01 to the United States Treasury General Account at the Federal Reserve Bank of New York, which represents the net difference between the fine Troy ounces of gold transferred pursuant to clauses 1 and 2, valued at the price in U.S. dollars per fine Troy ounce of gold determined at the morning fixing of the price of gold in London on January 16, 1981.

4. HMG represents and agrees that the gold in Parcel 1 shall, at the time of the transfer, be beneficially and legally owned by HMG free and clear of liens, charges, encumbrances, claims or defects and that, upon transfer of title pursuant to clause 5, the title to the gold in Parcel 1 will be beneficially and legally owned by the United States Treasury free and clear of liens, charges, encumbrances, claims or defects. The United States Treasury represents and agrees that the gold in Parcel 2 shall, at the time of the transfer, be beneficially and legally owned by the United States free and clear of liens, charges, encumbrances, claims or defects and that, upon transfer of title pursuant to clause 5, the title to the gold will be beneficially and legally owned by HMG.

5. (a) Before 24.00 hours (London time) on January 16, 1981 or such other time as the parties may agree the United States Treasury shall identify the gold to be included in Parcel 2 by physically segregating such gold and labelling it as the property of Her Majesty's Treasury on behalf of the Government of the United Kingdom of Great Britain and

Northern Ireland; HMG shall identify the gold to be included in Parcel 1 by allocating such gold to the account at the Bank referred to in clause 1.

(b) As soon as practicable after the steps provided for in (a) above have been taken, each party shall confirm by tested telex to the other, (i) that such party is transferring title to Parcel 1 or Parcel 2, as the case may be, to the other party in accordance with and subject to this Agreement, (ii) that such party has made appropriate entries on its records to reflect transfer of title to such Parcel to the other party, (iii) the number of bars and aggregate weight in fine Troy ounces, and, in the case of Parcel 2, (iv) confirming that the United States Treasury has physically segregated the gold in such Parcel at the United States Assay Office, New York, New York and labelled such gold as provided in (a) above. Weight lists and other details shall be sent by each party to the other promptly thereafter.

(c) At such time as the Federal Reserve Bank of New York ("FRBNY") has received the confirmation provided for in (b) above from the Bank on behalf of HMG, and the Bank has received the confirmation provided for in (b) above from the FRBNY on behalf of the United States Treasury (and regardless of any provisions of this Agreement regarding delivery and without any other action whatsoever), title to Parcel 1 shall be transferred to and shall vest in the United States Treasury and title to Parcel 2 shall be transferred to and shall vest in HMG, such transfers and

vesting to be simultaneous. Acceptance of delivery by each party shall occur at the same time; provided that these acceptances shall not affect in any way the obligations set forth in clause 7.

(d) For the purpose of sending and receiving such tested telexes, weight lists and other details as provided for in this clause 5 the United States Treasury appoints FRBNY as its agent and HMG appoints the Bank as its agent.

6. The United States Treasury may, on demand, make withdrawals of gold subject to this Agreement, from its gold custody account at the Bank, and HMG may, on demand, make withdrawals of its gold subject to this Agreement held in custody by the United States Treasury, New York Assay Office, provided that all demands shall be expressed in numbers of Troy ounces of fine gold. Settlement shall be made in whole bars of customary sizes in approximately but not exceeding the amount of gold so demanded. The establishment and maintenance of deposits and the withdrawals of gold by the United States Treasury and by HMG from the respective custody of the Bank and the United States Treasury shall be without charge. Except as set forth in clause 7, delivery by the custodian of gold subject to this Agreement outside the respective premises of the Bank or the United States Assay Office shall be at the expense and risk of owner of such gold.

7. If HMG so requests, at any time not later than September 30, 1981, the United States Treasury agrees to deliver Parcel 2 or any gold substituted therefor pursuant

to clause 8 under this Agreement or any then remaining portion of such Parcel or substituted gold to the vaults of the Bank as soon as practicable after the date of such request. Such delivery shall in any case be made within 14 days of such request. Subject to clause 8 such delivery shall be considered completed only when Parcel 2 has been delivered to the vaults of the Bank free and clear of all liens, encumbrances, charges, claims or defects. The United States Treasury shall bear all risk and expense (except for any import duties or other taxes or imposts levied by HMG) of such delivery.

8. Should HMG be unable to withdraw, on demand, any gold in Parcel 2 held in custody at the United States Treasury, New York Assay Office for any reason whatsoever ("blocked gold"), the United States Treasury agrees to deliver as soon as practicable a quantity of other gold to the Bank which the United States Treasury will use its best endeavours to ensure is at least the same in fineness (but in any case no less than 995.0 fine) and which shall be at least of the same fine weight as the blocked gold and otherwise at least the same in value. Upon delivery to the Bank at its vaults of such other gold and the transfer to HMG of all right, title and interest therein, free and clear of all liens, charges, encumbrances, claims or defects, HMG shall transfer title to the blocked gold to

the United States Treasury without any representation or warranty with respect thereto and will arrange delivery or custody of the blocked gold as the United States Treasury may direct at the United States Treasury's risk and expense. Delivery of other gold in accordance with this paragraph shall satisfy the United States Treasury's obligations under clause 7. The last sentence of clause 7 shall additionally apply to any delivery by the United States Treasury under this paragraph.

9. Each party hereto agrees that it will not set-off or attempt to set-off, or otherwise make a claim against or reduce, the gold held by or for the other party to this Agreement, as a result of any claim that it may have against such other party however arising.

10. The United States Treasury agrees to pay all its costs and expenses arising out of or in connection with this Agreement and the performance hereof and will make its best efforts to obtain appropriated funds in order to reimburse HMG for all reasonable costs and expenses arising out of or in connection with this Agreement and the performance hereof (including any expenses or liabilities arising out of litigation).

11. Should HMG request the United States Treasury to purchase gold held in custody at the United States Treasury, New York Assay Office, in exchange for an approximately equivalent amount of gold (plus or minus any necessary cash settlement, with the gold valued as set forth in clause 3 on

the date of purchase) held by the United States Treasury at the Bank or the Federal Reserve Bank of New York, the United States Treasury agrees to purchase the gold if it holds the necessary amounts of gold at the location requested. Similarly, HMG agrees, upon request of the United States Treasury, to purchase the gold on deposit at the Bank in exchange for an approximately equivalent amount of gold (plus or minus any necessary cash settlement, with the gold valued as set forth in clause 3 on the date of purchase) held by HMG at the United States Treasury, New York Assay Office, if it holds the necessary amounts of gold at such location.

12. For purposes of this Agreement, United States Treasury weights and assays shall be final as to gold at the United States Treasury, New York Assay Office, and Bank weights and assays shall be final as to gold at the Bank.

13. Any notice or other communication required or permitted hereunder shall be sufficiently given if made or sent by telephone, telex, cable or facsimile transmission immediately confirmed by registered or certified airmail addressed

in the case of HMG to:

Bank of England
Threadneedle Street
London EC2R BAH

Attention:

Foreign Exchange Division

in the case of the United States Treasury to:

Federal Reserve Bank of New York, Fiscal Agent
of the United States
33 Liberty Street
New York, New York 10045

Attention:

Foreign Department

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in London, England as of the date first above written.

THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY

By Roger G. Lavelle [1]
Duly Authorized by the Lords Commissioners

DEPARTMENT OF THE TREASURY OF
THE UNITED STATES OF AMERICA

By [2]
The Secretary or his duly authorized representative

[1] Roger G. Lavelle.
[2] James E. Ammerman.

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—86-530

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10075

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SUDAN

Signed at Khartoum January 19, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

SUDAN

Agricultural Commodities

Agreement signed at Khartoum January 19, 1981;
Entered into force January 19, 1981.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

FOR SALES OF AGRICULTURAL COMMODITIES

Agreement between the Government of the United States of America and the Government of the Democratic Republic of the Sudan under Public Law 480 Title I[1] Program.

The Government of the United States of America and the Government of the Democratic Republic of the Sudan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the preamble, Part I and III of the December 24, 1977[2] Agreement together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE:

-- Commodity	Supply Period (U.S. FY)	Approximate Max. Quantity (Metric Tons)	Max.Export Market Value (Millions)
Wheat/Wheat Flour (Grain equivalent basis)	1981	20,800	Dols. 5.0

ITEM II. PAYMENT TERMS: Convertible Local Currency Credit (40 years)

1. Initial payment - none.
2. Currency use payment - five (5) percent.
3. Number of installment payments - thirty-one (31).
4. Amount of each installment payment - approximately equal annual installments.
5. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.
6. Initial interest rate - two (2) percent.
7. Continuing interest rate - three (3) percent.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9157; 29 UST 5873.

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain equivalent basis)	1981	149,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of the Agreement, the commodities which may not be exported are wheat, wheat flour, rolled wheat, semolina, farina or bulgar (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sudan will undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

1. Continue to support and implement those agricultural policies within the framework of its stabilization program which are designed to increase agricultural production, export earnings, and rural incomes. These measures should include adjustments in export taxes and inland and water taxes, and improved and expanded incentives and support services for agricultural producers.

2. Increase support for activities in applied agricultural research which will directly benefit both traditional and modern producers through increased production yields and other means. As part of this effort the GOS will:

a. Increase funding for the Agricultural Research Corporation to assist its research activities directed towards improving production, marketing, and storage of food grains.

b. Provide funding for the Yambio Agricultural Research Station to construct and operate its new adaptive research and training station.

3. Expand and improve services and incentives for livestock herders and small farmers to assist in their efforts to increase productivity in food crop and livestock production. As part of this effort, the GOS will:

a. Expand and upgrade its local extension activities.

b. Improve its credit facilities for small producers.

c. Provide funds for the Ministry of Agriculture's Livestock and Meat Marketing Corporation to construct feed, water and veterinary stations and to implement disease programs for the benefit of traditional livestock herders.

d. Assist the Ministry of Agriculture in its efforts to improve its livestock and crop production programs in the six southern provinces.

e. Provide funds to the Rural Water Corporation (RWC) to construct aquifers, water stations, and hand wells and to undertake ground water research.

f. Provide funds to the Rural Water Development Department of the Southern Regional Ministry to construct and rehabilitate haffirs, wells, and pump maintenance workshops.

4. Support research and implement programs to reduce desertification and soil erosion and to restore previously degraded areas. As part of this effort, the GOS will provide funding for the projects detailed in the Desert Encroachment Control and Rehabilitation Program.

5. Implement measures to upgrade the ability of the national and provincial government agencies in Sudan to develop, implement and evaluate development projects throughout the country. As part of this effort, the GOS will:

a. Provide funds to the decentralized Rural Planning Program for both capital and operating expenditures.

b. Contribute program support funds to the Provincial Development Fund to be used to finance eligible projects at the local level which will be self-help in nature and designed to increase agricultural production, improve health education and social services, conserve limited natural resources, and improve credit availability for small-scale farmers.

c. Expand training programs and opportunities for mid-level management and technical personnel throughout those government agencies responsible for development planning and programs.

6. Expand and improve social services provided by the Ministry of Health (MOH) and other related agencies to the rural poor population of Sudan. Among the activities and programs to be undertaken should be construction of Primary Health Care warehouses for drugs and medical supplies, construction of Primary Health Care units and dispensaries, construction of safe water wells, and the administration of training programs for Ministry of Health personnel.

7. In cooperation with appropriate National/International organizations and the Government of the United States of America, namely The United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply, distribution and trade data in the Agricultural Sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480 - type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sector, Agriculture and Rural Development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM VII.

Notwithstanding the provision in the Title I Agreement of December 24, 1977 found in Part III A subparagraph 2 which provides for entry into force of said agreement upon U.S. Embassy receipt of notification of the completion of the constitutional procedures for ratification required by applicable law of the Democratic Republic of Sudan, the present agreement shall become effective immediately upon signature of the two parties shown below.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Khartoum in duplicate the 19th day of January, 1981.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

BY: [1]

TITLE:

DATE: 18th January 1981

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: C. William Kontos [2]

TITLE: Ambassador

DATE: Jan. 19, 1981

[1] Farouk Al Magboul.
[2] C. William Kontos.

U.S. GOVERNMENT PRINTING OFFICE: 1981 O—87-183

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PATENTS

Deposit of Microorganisms

Agreement Between the UNITED STATES OF AMERICA and OTHER GOVERNMENTS

Amending the Regulations to the Treaty of April 28, 1977

Adopted at Geneva January 20, 1980

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145; $181.25 for foreign mailing. Single copies vary in price. This issue $2.

MULTILATERAL

Patents: Deposit of Microorganisms

Agreement amending the regulations to the treaty of April 28, 1977.
Adopted at Geneva January 20, 1981;
Entered into force January 31, 1981.

AMENDMENTS TO THE REGULATIONS UNDER THE BUDAPEST TREATY ON THE INTERNATIONAL RECOGNITION OF THE DEPOSIT OF MICROORGANISMS FOR THE PURPOSES OF PATENT PROCEDURE[1]

adopted by the Assembly of the Union for the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure (Budapest Union) on January 20, 1981

[1] TIAS 9768; 32 UST.

Rule 5

Defaults by the International Depositary Authority

5.1 Discontinuance of Performance of Functions in Respect of Deposited Microorganisms

(a) [No change]

(b) [No change]

(c) [No change]

(d) [No change]

(e) In addition to any transfer effected under paragraph (a)(i), the defaulting authority shall, upon request by the depositor, transfer, as far as possible, a sample of any microorganism deposited with it together with copies of all mail or other communications and copies of all files and other relevant information referred to in paragraph (a)(ii) to any international depositary authority indicated by the depositor other than the substitute authority, provided that the depositor pays any expenses to the defaulting authority resulting from the said transfer. The depositor shall pay the fee for the storage of the said sample to the international depositary authority indicated by him.

(f) [No change]

5.2 [No change]

Rule 6

Making the Original Deposit or New Deposit

6.1 Original Deposit

(a) [No change in the introductory passage]

(i) an indication that the deposit is made under the Treaty and an undertaking not to withdraw it for the period specified in Rule 9.1;

(ii) [No change]

(iii) [No change]

(iv) [No change]

(v) an indication of the properties of the microorganism which are or may be dangerous to health or the environment, or an indication that the depositor is not aware of such properties.

(b) [No change]

6.2 New Deposit

(a) Subject to paragraph (b), in the case of a new deposit made under Article 4, the microorganism transmitted by the depositor to the international depositary authority shall be accompanied by a copy of the receipt of the previous deposit, a copy of the most recent statement concerning the viability of the microorganism which was the subject of the previous deposit indicating that the microorganism is viable and a written statement bearing the signature of the depositor and containing:

(i) the indications referred to in Rule 6.1(a)(i) to (v);

(ii) a declaration stating the reason relevant under Article 4(1)(a) for making the new deposit, a statement alleging that the microorganism which is the subject of the new deposit is the same as that which was the subject of the previous deposit, and an indication of the date on which the depositor received the notification referred to in Article 4(1)(a) or, as the case may be, the date of the publication referred to in Article 4(1)(e);

(iii) where a scientific description and/or proposed taxonomic designation was/were indicated in connection with the previous deposit, the most recent scientific description and/or proposed taxonomic designation as communicated to the international depositary authority with which the previous deposit was made.

(b) Where the new deposit is made with the international depositary authority with which the previous deposit was made, paragraph (a)(i) shall not apply.

(c) For the purposes of paragraphs (a) and (b) and of Rule 7.4, "previous deposit" means,

(i) where the new deposit has been preceded by one or more other new deposits: the most recent of those other new deposits;

(ii) where the new deposit has not been preceded by one or more other new deposits: the original deposit.

6.3 Requirements of the International Depositary Authority

(a) Any international depositary authority may require:

(i) that the microorganism be deposited in the form and quantity necessary for the purposes of the Treaty and these Regulations;

(ii) that a form established by such authority and duly completed by the depositor for the purposes of the administrative procedures of such authority be furnished;

(iii) that the written statement referred to in Rule 6.1(a) or 6.2(a) be drafted in the language, or in any of the languages, specified by such authority, it being understood that such specification must at least include the official language or languages indicated under Rule 3.1(b)(v);

(iv) that the fee for storage referred to in Rule 12.1(a)(i) be paid; and

(v) that, to the extent permitted by the applicable law, the depositor enter into a contract with such authority defining the liabilities of the depositor and the said authority.

(b) [No change]

6.4 Acceptance Procedure

(a) The international depositary authority shall refuse to accept the microorganism and shall immediately notify the depositor in writing of such refusal and of the reasons therefor:

(i) where the microorganism is not of a kind of microorganism to which the assurances furnished under Rule 3.1(b)(iii) or 3.3 extend;

(ii) where the properties of the microorganism are so exceptional that the international depositary authority is technically not in a position to perform the tasks in relation to it that it must perform under the Treaty and these Regulations;

(iii) where the deposit is received in a condition which clearly indicates that the microorganism is missing or which precludes for scientific reasons the acceptance of the microorganism.

(b) Subject to paragraph (a), the international depositary authority shall accept the microorganism when all the requirements of Rule 6.1(a) or 6.2(a) and Rule 6.3(a) are complied with. If any of those requirements are not complied with, the international depositary authority shall immediately notify the depositor in writing of that fact and invite him to comply with those requirements.

(c) When the microorganism has been accepted as an original or new deposit, the date of that original or new deposit, as the case may be, shall be the date on which the microorganism was received by the international depositary authority.

(d) The international depositary authority shall, on the request of the depositor and provided that all the requirements referred to in paragraph (b) are complied with, consider a microorganism, deposited before the acquisition by such authority of the status of international depositary authority, to have been received, for the purposes of the Treaty, on the date on which such status was acquired.

Rule 7

Receipt

7.1 [No change]

7.2 [No change]

7.3 Contents in the Case of the Original Deposit

[No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) the date of the original deposit as defined in Rule 6.4(c);

(iv) [No change]

(v) [No change]

(vi) [No change]

7.4 Contents in the Case of the New Deposit

Any receipt referred to in Rule 7.1 and issued in the case of a new deposit effected under Article 4 shall be accompanied by a copy of the receipt of the previous deposit (within the meaning of Rule 6.2(c)) and a copy of the most recent statement concerning the viability of the microorganism which was the subject of the previous deposit (within the meaning of Rule 6.2(c)) indicating that the microorganism is viable, and shall at least contain:

(i) the name and address of the international depositary authority;

(ii) the name and address of the depositor;

(iii) the date of the new deposit as defined in Rule 6.4(c);

(iv) the identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) the accession number given by the international depositary authority to the new deposit;

(vi) an indication of the relevant reason and the relevant date as stated by the depositor in accordance with Rule 6.2(a)(ii);

(vii) where Rule 6.2(a)(iii) applies, a reference to the fact that a scientific description and/or a proposed taxonomic designation has/have been indicated by the depositor;

(viii) the accession number given to the previous deposit (within the meaning of Rule 6.2(c)).

7.5 Receipt in the Case of Transfer

The international depositary authority to which samples of microorganisms are transferred under Rule 5.1(a)(i) shall issue to the depositor, in respect of each deposit in relation with which a sample is transferred, a receipt indicating that it is issued by the depositary institution in its capacity of international depositary authority under the Treaty and containing at least:

(i) the name and address of the international depositary authority;

(ii) the name and address of the depositor;

(iii) the date on which the transferred sample was received by the international depositary authority (date of the transfer);

(iv) the identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) the accession number given by the international depositary authority;

(vi) the name and address of the international depositary authority from which the transfer was effected;

(vii) the accession number given by the international depositary authority from which the transfer was effected;

(viii) where the written statement referred to in Rule 6.1(a) or 6.2(a) contained the scientific description and/or proposed taxonomic designation of the microorganism, or where such scientific description and/or proposed taxonomic designation was/were indicated or amended under Rule 8.1 at a later date, a reference to that fact.

7.6 Communication of the Scientific Description and/or Proposed Taxonomic Designation

On request of any party entitled to receive a sample of the deposited microorganism under Rules 11.1, 11.2 or 11.3, the international depositary authority shall communicate to such party the most recent scientific description and/or proposed taxonomic designation referred to in Rules 6.1(b), 6.2(a)(iii) or 8.1(b)(iii).

Rule 10

Viability Test and Statement

10.1 [No change]

10.2 Viability Statement

(a) [No change]

(b) [No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) the date referred to in Rule 7.3(iii) or, where a new deposit or a transfer has been made, the most recent of the dates referred to in Rules 7.4(iii) and 7.5(iii);

(iv) [No change]

(v) [No change]

(vi) [No change]

(c) [No change]

(d) [No change]

(e) [No change]

Rule 11

Furnishing of Samples

11.1 [No change]

11.2 [No change]

11.3 [No change]

11.4 Common Rules

(a) [No change]

(b) Notwithstanding paragraph (a), where the request referred to in Rule 11.1 is made by an industrial property office whose official language is Russian or Spanish, the said request may be in Russian or Spanish, respectively, and the International Bureau shall establish, promptly and free of charge, a certified translation into English or French, on the request of that office or the international depositary authority which received the said request.

(c) [No change]

(d) [No change]

(e) [No change]

(f) The container in which the sample furnished is placed shall be marked by the international depositary authority with the accession number given to the deposit and shall be accompanied by a copy of the receipt referred to in Rule 7, an indication of any properties of the microorganism which are or may be dangerous to health or the environment and, upon request, an indication of the conditions which the international depositary authority employs for the cultivation and storage of the microorganism.

(g) [No change]

(h) [No change]

11.5 Changes in Rules 11.1 and 11.3 when Applying to International Applications

Where an application was filed as an international application under the Patent Cooperation Treaty, the reference to the filing of the application with the industrial property office in Rules 11.1(i) and 11.3(a)(i) shall be considered a reference to the designation, in the international application, of the Contracting State for which the industrial property office is the "designated Office" within the meaning of that Treaty, and the certification of publication which is required by Rule 11.3(a)(ii) shall, at the option of the industrial property office, be either a certification of international publication under the said Treaty or a certification of publication by the industrial property office.

Rule 12

Fees

12.1 Kinds and Amounts

(a) [No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) [No change]

(iv) subject to Rule 11.4(h), first sentence, for the furnishing of samples;

(v) for the communication of information under Rule 7.6.

12.2 [No change]

Rule 12bis

Computation of Time Limits

12bis.1 Periods Expressed in Years

When a period is expressed as one year or a certain number of years, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent year in the month having the same name and on the day having the same number as the month and the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

12bis.2 Periods Expressed in Months

When a period is expressed as one month or a certain number of months, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent month on the day which has the same number as the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

12bis.3 Periods Expressed in Days

When a period is expressed as a certain number of days, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire on the day on which the last day of the count has been reached.

I hereby certify that the foregoing text is a true copy of the amendments to the Regulations under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure done at Budapest on April 28, 1977, as adopted by the Assembly of the Union for the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure (Budapest Union) on January 20, 1981, during its second (extraordinary) session held in Geneva from January 12 to 20, 1981. In accordance with the decision of the Budapest Union Assembly taken at that session, the said amendments entered into force on January 31, 1981.

Arpad Bogsch
Director General
World Intellectual Property Organization

April 6, 1981

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10079

INTERNATIONAL TIN AGREEMENT, 1975

Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Extending the Agreement of
June 21, 1975

Adopted at London January 14, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145; $181.25 for foreign mailing. Single copies vary in price. This issue $1.50.

MULTILATERAL

International Tin Agreement, 1975

Agreement extending the agreement of June 21, 1975.
Adopted at London January 14, 1981;
Entered into force July 1, 1981.

THE INTERNATIONAL TIN COUNCIL
HAYMARKET HOUSE, 1 OXENDON STREET,
LONDON, SW1Y 4EQ

Telephone: 01-930 0321/4 Cables: INTERTIN, LONDON Telex: INTERTIN, LONDON 918939

Your Reference: Our Reference:

CERTIFIED COPY

Given below is a certified copy of International Tin Council Resolution No. 121 of 14 January 1981, adopted by the Council at its twenty-first session held in London from 13-15 January 1981:

Resolution No. 121 of 14 January 1981: Extension of the Fifth International Tin Agreement[1]

That, in accordance with the provisions of Article 57(b) of the Fifth International Tin Agreement, the Council hereby extends the duration of that Agreement by a period of twelve months as from 1 July 1981.

N. L. P.
SECRETARY
THE INTERNATIONAL TIN COUNCIL

3 July 1981.

[1] TIAS 8607; 28 UST 4619.

U.S. GOVERNMENT PRINTING OFFICE : 1981 O—87-457

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ATOMIC ENERGY

Retransfer of Nuclear Power Light Water Reactor Technology

Agreement Between the
UNITED STATES OF AMERICA
and FRANCE

Signed at Washington January 22, 1981

with

Exchange of Notes
Dated at Washington March 13, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145; $181.25 for foreign mailing. Single copies vary in price. This issue $2.25.

FRANCE

Atomic Energy: Retransfer of Nuclear Power Light Water Reactor Technology

Agreement signed at Washington January 22, 1981;
Entered into force March 13, 1981.
With exchange of notes
Dated at Washington March 13, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE
CONCERNING THE RETRANSFER OF NUCLEAR POWER
LIGHT WATER REACTOR TECHNOLOGY

The Government of the United States of America and the Government of the Republic of France,

Considering the desirability of consulting on the strategic and non-proliferation implications of proposed retransfers by either party of nuclear power light water reactor technology transferred to that party by the other party;

HAVE agreed as follows:

Article 1

1. Each party shall consult with the other party before any export of unpublished nuclear power light water reactor technology (including technology incorporated in equipment) received from the other party or any entity subject to its jurisdiction to any country listed in Annex A.

2. Each party shall consult with the other party before any export of equipment subject to licensing or other governmental authorization which contains unpublished nuclear power light water reactor technology received from the other party or any entity subject to its jurisdiction to any country listed in Annex B.[1]

[1] Not printed.

3. Each party shall notify the other party without delay when it becomes aware of a proposed export that would require consultations under this article. Relevant details concerning the technology to be transferred and the conditions applicable to the transfer shall be provided either with the notification or as soon as possible thereafter and shall be subject to further requests for information.

Article 2

Annex A and B, which are annexed to and a part of this agreement, may be amended by agreement of the parties. Annex B shall be classified.

Article 3

1. This agreement shall enter into force on a date agreed to by the parties in an exchange of notes.[1] If these notes have not been exchanged on or before March 16, 1981, this agreement shall not enter into force.

2. This agreement may be terminated immediately upon written notice by either party to the other party in the event that:

(a) the parties do not reach agreement concerning a proposed amendment to Annex A; or

(b) either party considers that consultations pursuant to article 1 concerning a proposed export, license or other export authorization to a country listed in Annex A have not reached a result which that party considers satisfactory.

---

[1] Mar. 13, 1981.

3. This agreement may be terminated upon six months written notice by either party to the other party for any reason.

4. The exchange of notes referred to in paragraph 1 shall set forth certain understandings of the parties concerning the consequences of termination of this agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

DONE at Washington, this twenty-second day of January 1981, in duplicate, in the English and French languages, the two texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Thomas R. Pickering [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE:

[2]

---

[1] Thomas R. Pickering.
[2] Francois de Laboulaye.

Annex A

Afghanistan

Albania

Bulgaria

Cambodia

Czechoslovakia

Cuba

German Democratic Republic
(and Berlin, eastern sector)

Hungary

Laos

Mongolian People's Republic

Democratic People's Republic of Korea

People's Republic of China

Poland

Romania

Union of Soviet Socialist Republics

Socialist Republic of Vietnam

ACCORD ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE
RELATIF AU RETRANSFERT DE TECHNOLOGIE DES
REACTEURS NUCLEAIRES DE PUISSANCE A EAU ORDINAIRE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

Considérant qu'il est souhaitable de procéder à des consultations sur les implications stratégiques et de non-prolifération de retransferts, envisagés par l'une ou l'autre des parties, de technologie des réacteurs nucléaires de puissance à eau ordinaire transférée à ladite partie par l'autre partie,

SONT convenus de ce qui suit :

Article 1.

1. Chaque partie consulte l'autre partie avant toute exportation, vers tout pays figurant à l'Annexe A, de technologie non publiée des réacteurs nucléaires de puissance à eau ordinaire (y compris la technologie incorporée aux équipements), reçue de l'autre partie ou de toute entité soumise à sa juridiction.

2. Chaque partie consulte l'autre partie avant toute exportation soumise à licence ou autre autorisation gouvernementale, vers tout pays figurant à l'Annexe B, d'équipement contenant de la technologie non publiée des réacteurs nucléaires de puissance à eau ordinaire, reçue de l'autre partie ou de toute entité soumise à sa juridiction.

3. Chaque partie notifie à l'autre partie sans retard, lorsqu'elle en prend connaissance, tout projet d'exportation qui nécessiterait des consultations en vertu du présent article. Les détails pertinents relatifs à la technologie à transférer et aux conditions applicables au transfert seront fournis soit avec la notification, soit dès que possible par la suite,et pourront faire l'objet de demandes ultérieures d'informations.

Article 2.

Les Annexes A et B, qui sont annexées au présent accord et en font partie, pourront être modifiées par accord entre les parties. L'Annexe B est confidentielle.

Article 3.

1. Le présent accord entrera en vigueur à une date convenue entre les parties par échange de notes. Si lesdites notes n'ont pas été échangées au plus tard le 16 mars 1981, le présent accord n'entrera pas en vigueur.

2. Le présent accord peut être dénoncé immédiatement par notification écrite de l'une des parties à l'autre partie dans le cas où :

(a) les parties ne parviendraient pas à un accord sur une modification qui serait proposée à l'Annexe A, ou :

(b) l'une des parties considérerait que les consultations prévues à l'Article 1. et concernant un projet d'exportation, de licence ou d'autre autorisation d'exportation vers un pays figurant à l'Annexe A, n'ont pas abouti à des résultats jugés satisfaisants par ladite partie.

3. Le présent accord peut être dénoncé moyennant un préavis écrit de six mois adressé par l'une des parties à l'autre partie, pour toute raison.

4. L'échange de notes mentionné au paragraphe 1. exposera certains arrangements des parties concernant les conséquences de la dénonciation du présent accord.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont signé le présent accord.

FAIT à Washington, le vingt-deux janvier 1981 en deux exemplaires, en langues anglaise et française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE :

POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE :

Annexe A

Afghanistan

Albanie

Bulgarie

Cambodge

Chine

Corée du Nord

Cuba

Hongrie

Laos

Mongolie

Pologne

République Démocratique Allemande
(et le secteur oriental de Berlin)

Roumanie

Tchécoslovaquie

U.R.S.S.

Vietnam

[EXCHANGE OF NOTES]

The Department of State refers the Fmbassy of France to the Agreement between the Government of the United States of America and the Government of the Republic of France Concerning the Retransfer of Nuclear Power Light Water Reactor Technology, signed on January 22, 1981 (the "Agreement"), and to Ambassador de Laboulaye's letter of the same date to Assistant Secretary Pickering concerning this matter.

The Agreement was concluded by the two Governments in contemplation of nuclear technology transfers expected to occur between Westinghouse Electric Corporation and Framatome under a proposed commercial agreement between the two companies (the "commercial agreement"). The two Governments would undertake a separate exchange of notes if they wished to make technology transfers between other companies subject to the same consultation procedures as provided for in the Agreement. The Agreement provides for government level consultations for certain activities for which Westinghouse would otherwise need specific U.S. Government authorization on a case by case basis. In view of the conclusion of the Agreement, the United States Government has authorized Westinghouse to undertake those activities without the need for a case by case authorization, for such time as the Agreement remains in force.

II

In accordance with article 3(4) of the Agreement, the United States Government would like to state its understandings that:

(i) Westinghouse and Framatome shall, in no event, be subject to reexport restrictions on nuclear technology received prior to the date of the commercial agreement (and equipment or services containing such technology) by the Government of the furnishing party under its domestic laws or regulations;

(ii) upon termination of the Agreement and in the absence of any further exchange of technology between Westinghouse and Framatome (other than that needed for the orderly winding down of on-going projects), Westinghouse and Framatome shall not be subject to reexport restrictions on nuclear technology furnished under the proposed commercial agreement prior to such termination (and equipment or services containing such technology) by the Government of the furnishing party under its domestic laws or regulations. In this situation, the two Governments would consult concerning what exchange of technology is needed for the orderly winding down of on-going projects;

(iii) if, after termination of the Agreement, Westinghouse and Framatome exchange further technology (or equipment or services containing such technology), Westinghouse and Framatome shall be subject to reexport restrictions on nuclear technology received after the effective date of the commercial agreement by the Government of the furnishing party under its domestic laws and regulations. In this situation, the two Governments could consult concerning the implementation of such restrictions.

It is also understood that, although consultations between the two Governments may involve technology transferred prior to the entry into force of the commercial agreement, disagreement concerning the retransfer of such technology shall not be grounds for terminations of the Agreement under article 3(2)(b).

The United States Government wishes to make clear that none of the understandings set forth above shall have any effect on ownership rights which the United States Government may have in the technology covered by the Agreement, including patent rights.

The Department of State proposes that the Agreement between the two Governments enter into force today. This note and the reply of the Embassy of France shall constitute the exchange of notes provided for by article 3(1) of the Agreement.

Department of State

Washington, March 13, 1981

Ambassade de France
aux Etats-Unis

Washington, le 13 mars 1981

L'Ambassade de France a l'honneur d'accuser réception de la note du Département d'Etat en date du 13 mars 1981, qui se lit comme suit :

"Le Département d'Etat renvoie l'Ambassade de France à l'accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française concernant le retransfert de la technologie des réacteurs nucléaires à eau légère, signé le 22 janvier 1981 (ci-après dénommé "l'accord") et à la lettre de M. de Laboulaye sur ce sujet adressée au Sous-Secrétaire M. Pickering à la même date.

L'accord a été conclu par les deux gouvernements dans la perspective de transferts de technologie nucléaire susceptibles d'intervenir entre la Société Westinghouse Electric et Framatome conformément à un projet d'accord commercial entre les deux sociétés (ci-après dénommé "l'accord commercial"). Les deux gouvernements auraient à procéder à un échange de notes séparé au cas où ils souhaiteraient soumettre des transferts de technologie entre d'autres sociétés aux procédures de consultation telles que prévues par l'accord. L'accord prévoit la tenue de consultations au niveau gouvernemental pour certaines activités pour lesquelles Westinghouse aurait besoin en d'autres circonstances d'une autorisation spécifique du Gouvernement américain au cas par cas. En vue de la conclusion de l'accord le Gouvernement des Etats-Unis a autorisé Westinghouse à entreprendre ces activités sans avoir besoin de demander une autorisation cas par cas aussi longtemps que l'accord restera en vigueur.

Conformément à l'Article 3 (4) de l'accord, le Gouvernement des Etats-Unis fait état des considérations suivantes :

1. Westinghouse et Framatome ne seront soumises en aucun cas à des restrictions sur la réexportation de la technologie nucléaire reçue antérieurement à la date de l'accord commercial (ainsi que les équipements et services incorporant cette technologie) de la part du gouvernement de la partie fournisseur du fait de ses lois ou règlements internes.

DEPARTEMENT D'ETAT

WASHINGTON, D.C.

2. En cas de dénonciation de l'accord et en l'absence d'échanges subséquents de technologie entre Westinghouse et Framatome (autre que ceux requis pour la bonne fin des projets en cours) Westinghouse et Framatome ne seront pas soumises à des restrictions sur la réexportation de la technologie nucléaire fournie antérieurement à cette dénonciation dans le cadre du futur accord commercial (ainsi que les équipements et services incorporant cette technologie), de la part du gouvernement fournisseur du fait de ses lois ou règlements internes. Dans cette hypothèse les deux gouvernements se consulteront sur la question de savoir quels sont les échanges de technologie nécessaires pour la bonne fin des projets en cours.

3. Si, après dénonciation de l'accord, Westinghouse et Framatome poursuivent leurs échanges de technologie (ou des équipements et services incorporant cette technologie), Westinghouse et Framatome seront soumises à des restrictions sur la réexportation de la technologie nucléaire reçue après la date d'entrée en vigueur de l'accord commercial de la part du gouvernement de la partie fournisseur du fait de ses lois et règlements internes. Dans ce cas, les deux gouvernements pourraient se consulter sur l'application de ces restrictions.

Bien que les consultations entre les deux gouvernements puissent porter sur la technologie transférée antérieurement à l'entrée en vigueur de l'accord commercial, nous estimons également qu'un désaccord concernant le retransfert de cette technologie ne pourrait servir de motif à une dénonciation de l'accord en vertu de l'Article 3 (2) (B).

Le Gouvernement des Etats-Unis souhaite préciser qu'aucune des considérations exprimées ci-dessus n'aura d'effet sur les droits de propriété, y compris les droits de licence, que le Gouvernement des Etats-Unis pourrait avoir sur la technologie couverte par l'accord.

Le Département d'Etat propose que l'accord entre les deux gouvernements entre en vigueur aujourd'hui. La présente note et la réponse de l'Ambassade de France constitueront l'échange de notes prévu par l'Article 3 (i) de l'accord."

L'Ambassade de France a l'honneur de faire part au Département d'Etat de l'accord du Gouvernement français sur les dispositions qui précèdent. Dans ces conditions, l'accord du 22 janvier 1981 entre les deux gouvernements, entre en vigueur à la date de ce jour.

TRANSLATION

Embassy of France in the United States

Washington, March 13, 1981

The Embassy of France has the honor to acknowledge receipt of the Department of State's note dated March 13, 1981, which reads as follows:

[For the English language text, see pp. 10-12.]

The Embassy of France has the honor to inform the Department of State that the French Government accepts the preceding provisions. Consequently, the agreement of January 22, 1981, between the two Governments shall enter into force today.

[Initialed]

Department of State,
Washington, D.C.

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NARCOTIC DRUGS

Illicit Crop Detection System

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
May 22, 1978, as Amended

Effected by Exchange of Letters
Signed at Mexico January 2., 1981

S 9. 10:

READEX FICHE best copy available

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Illicit Crop Detection System

Agreement amending the agreement of May 22, 1978, as amended.
Effected by exchange of letters
Signed at Mexico January 27, 1981;
Entered into force January 27, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

January 27, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E. C. Lãzaro Cãrdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional coopr ative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $200,000 the funding provided under the agreement effected by our exchange of letters dated May 22, 1978, as amended three times thereafter.[1] It is further understood the purpose of these funds is for the advanced poppy detection system (APDS) to support opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase "Seven Million Four Hundred and Fifty Thousand Dollars (U.S. $7,450,000) of which Seven Million Two Hundred and Fifty Thousand Dollars (U.S. $7,250,000)" from the fourth paragraph of our letter dated May 22, 1978, as previously amended, and substitute therefor the phrase "Seven Million Six Hundred and Fifty Thousand Dollars (U.S. $7,650,000) of which Seven Million Four Hundred and Fifty Thousand Dollars (U.S. $7,450,000)".

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of México in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava

Julian Nava
Ambassador

[1] TIAS 9248, 9693; 30 UST 1247; 31 UST.

The Mexican Attorney General to the American Ambassador

FORMA CC - 14

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

OFICIO No. 1/95

México, D.F., enero 27 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $200,000 los fondos proporcionados de nuestra carta fechada 22 de mayo de 1978, y a su vez enmendada en tres ocasiones posteriormente. Se tiene por entendido que el propósito de estos fondos es para el sistema avanzado para detección de amapola (SADA) en apoyo de la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Siete Millones Cuatrocientos Cincuenta Mil Dólares (U.S. $7,450,000) del cual Siete Millones Doscientos Cincuenta Mil Dólares (U.S.7,250,000)" del cuarto párrafo de nuestra carta de fecha 22 de mayo de 1978, como previamente enmendada, y substituir la frase "Siete Millones Seiscientos Cincuenta Mil Dólares - -

(U.S. $7,650,000) del cual Siete Millones Cuatrocientos Cincuenta Mil Dólares (U.S. $7,450,000)".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., January 27, 1981

No. 1/95

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of January 27, 1981, which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

I avail myself of this opportunity to assure Your Excellency of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
December 14, 1980

Effected by Exchange of Notes
Signed at Cairo April 21, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Agricultural Commodities

Agreement amending the agreement of December 14, 1980.
Effected by exchange of notes
Signed at Cairo April 21, 1981;
Entered into force April 21, 1981.

The American Ambassador to the Egyptian Minister of Supply and Home Trade

Cairo, Egypt

April 21, 1981

Excellency:

I have the honor to refer to the fiscal year 1981, Title I Public Law 480 Agreement for the sale of agricultural commodities signed by representatives of our two Governments on December 14, 1980,[1] and propose the Agreement be amended as follows:

In Part II, Item 1, Commodity Table:

Under appropriate column headings, delete "1,000,000 metric tons" and "210 million dollars" and insert "1,410,000 metric tons" and "260 million dollars."

All other terms and conditions of the Public Law 480 Title I Agreement of December 14, 1980, remain the same.

I propose this Note and your reply thereto constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

His Excellency

Ahmed Ahmed Nouh

Minister of Supply and Home Trade

of the Arab Republic of Egypt

Cairo

---

[1] TIAS 10060; 33 UST.

The Egyptian Minister of Supply and Home Trade to the American Ambassador

جمهورية مصر العربية
وزارة التموين والتجارة الداخلية
مكتب الوزير [1]

بسم الله الرحمن الرحيم

April 21, 1981

Excellency:

I have the honor to acknowledge receipt of your Note of April 21, 1981, which reads as follows:

"I have the honor to refer to the fiscal year 1981, Title I Public Law 480 Agreement for the sale of agricultural commodities signed by representatives of our two Governments on December 14, 1980, and propose the Agreement be amended as follows:

In Part II, Item I, Commodities Table:

Under appropriate column headings, delete "1,000,000 metric tons" and "210 million dollars" and insert "1,410,000 metric tons" and "260 million dollars."

All other terms and conditions of the Public Law 480 Title I Agreement of December 14, 1980, remain the same."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Ahmed Ahmed Nouh
A. A. Nouh
Minister of Supply and Home Trade

His Excellency

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

[1] In translation reads: "Arab Republic of Egypt
Ministry of Supply and Home Trade
Office of the Minister"

U.S. GOVERNMENT PRINTING OFFICE : 1982 O - 90-783

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DEFENSE

Hickam Air Force Base

Memorandum of Understanding Between the UNITED STATES OF AMERICA and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Signed at Honolulu April 21, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Hickam Air Force Base

Memorandum of understanding signed at Honolulu April 21, 1981;
Entered into force April 21, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN

15TH AIR BASE WING (15 ABW)
HICKAM AFB, HAWAII

AND

ROYAL AIR FORCE (RAF) DETACHMENT
HICKAM AFB, HAWAII

I. AUTHORITY:

a. Paragraph 2, AFR 55-20

b. DODI 7230.7I

c. 31 USC 483A

II. AGREEMENT PURPOSE: This agreement provides for specific and general logistics support to the RAF Detachment at Hickam AFB, hereinafter referred to as the Tenant, from the 15th Air Base Wing, hereinafter referred to as the Host.

a. Introduction: In 1965 agreement [1] was reached between the United States and United Kingdom governments whereby a Westabout Reinforcement Route (WRR) to the Far East was established across United States territory. It was agreed that Hickam AFB would be used as a staging post within the route and to this end a small detachment of RAF personnel and certain prestocked ground equipment were permanently established to assist transiting RAF aircraft and to act as a liaison team with USAF authorities at Hickam AFB. Since the original conception, the use of the route has been gradually expanded and by 1979 it was obvious that any existing agreement was outdated and required rewriting. A series of meetings were held between the Detachment Commander (RAF) and responsible USAF authorities to determine the scope of the agreement and it was decided that the RAF Detachment Commander would provide a composite list of requirements and support needs on which an agreement could be rewritten.

b. Background: In January 1979, the RAF Detachment had an established strength of one officer (Flight Lieutenant, O3 equivalent) of the Supply/Movements Branch, designated the RAF Detachment Commander/RAF Liaison Officer, and 2 SNCOs (Sergeants, E-7 equivalent), one being a Ground Fitter (Int) whose major task is to service the RAF ground equipment and other Ground Fitter (Electrical) whose primary task is to service all electrical equipment. Furthermore, these personnel are responsible for all aspects of operations

[1] Not printed.

and engineering affecting transiting RAF aircraft. All three RAF personnel are accompanied by their families. The Detachment is mainly self-supporting; however, from time to time USAF resources and personnel are required to assist the Detachment to enable them to complete their tasks.

III. MUTUAL RESPONSIBILITIES: See attachment 1 to this agreement.

IV. SPECIFIC HOST RESPONSIBILITIES: See attachment 1 to this agreement.

V. SPECIFIC TENANT RESPONSIBILITIES: See attachment 1 to this agreement. To be joint-use with 15th Organizational Maintenance Squadron.

VI. PROPERTY FACILITIES: 8,590 sq ft in Building 3220 on Hickam AFB, portions to be joint-use with 15th Organizational Maintenance Squadron.

VII. CLAIMS: Host may render administrative assistance to Tenant in the investigation of incidents and preservation of evidence if requested by Tenant. Such assistance shall not preclude the full investigation of incidents on the initiative of the Host when in the interest of the Host or required by U.S. Air Force regulations. The contents of such Host initiated release to third parties or foreign nations is permitted by U.S. statutes or regulations. Host shall not be responsible for negotiation, settlement or defense of any claims or lawsuit against Tenant.

VIII. RESOLUTION OF AGREEMENT CONFLICTS

a. Host will proceed as follows: During the negotiation of this agreement, if an irreconcilable problem develops between the local level Host and Tenant activities, the Host should forward the facts related to the problems promptly in writing, through appropriate Host service command channels until resolved, with an information copy to the local Tenant Commander.

b. Tenant will proceed as follows: Notify in writing appropriate Tenant command channels of problem situations which result in an impasse at the local level, and provide information copies to 15 ABW/DO/LGX.

IX. AGREEMENT REVIEW AND MODIFICATION: This agreement will be reviewed biennially at least 120 days prior to the effective date. It may be modified any time upon the mutual consent in writing by the parties concerned.

X. EFFECTIVE DATE AND DURATION

a. This agreement becomes effective upon final signature date of the Host approving official.

b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days' written notice to the other party.

c. The terms of this agreement is indefinite, but will require documented termination action by both Host and Tenant approval authorities when such action is deemed appropriate.

HOST

FOR THE COMMANDER

GEORGE A. AUSTIN, Colonel, USAF
Deputy Commander for Logistics
15th Air Base Wing
Hickam AFB HI 96853

APPROVED 21 April 1981
(Date)

TENANT

D. A. MASTERS, SGT, RAF
Senior NCOIC
Royal Air Force Detachment
Hickam AFB HI 96853

APPROVED 21 April 1981
(Date)

Attachment 1

SUPPORT RESPONSIBILITIES

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
COMMAND-1010	Designate a senior USAF Host officer to complete and evaluate the Commander's yearly confidential Tenant report.	Retain command of Tenant personnel.
JUDGE ADVOCATE-1020	May provide administrative assistance to Tenant in the investigation and preservation of evidence if requested by Tenant.	Act expeditiously to investigate, negotiate and attempt settlement of all claims against Tenant in connection with Tenant's operations at Hickam AFB. (See JA legal memo)
CHAPLAIN-105X	Provide Tenant personnel and dependents access to all religious facilities normally available to Host personnel on a common service nonreimbursable basis.	Adhere to applicable Host procedures/directives relative to this support.
ADMINISTRATION-11XX	Provide Tenant administrative support to ensure that all Host information, instructions, orders and other directives are timely and correctly passed to Tenant personnel. Act as the central point for the dispatch/collection of official mail. Provide Tenant access to reproduction and printing services on a day-to-day basis.	Comply with applicable Host procedures/directives relative to this support and reimburse Host for all support costs in accordance with appropriate financial directives.
BASE CONTRACTING-1251	Arrange for rental by Tenant of three portable radios on a standby basis in the event Tenant's vehicle radios are inoperative.	Fund/pay for contract rental of radios.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
ACCOUNTING AND FINANCE-151X	Provide Tenant the following accounting/finance support:	Comply with Host procedures/ directives applicable to this area of support.
	Monthly billings for mogas, oils, and GSA products to the Tenant Commander as well as the monthly cost of housing to each individual.	
	Billings for Tenant aircraft spares which must have Tenant Commander's prior concurrence before being forwarded to the British Embassy in Washington.	
	Authority to uplift cash advances to supplement air-crew imprest on an as-required basis.	
	Forward to Tenant billings for telephone call charges made by the Tenant Commander.	
	Compilation and dispatch of fuel bills for JP-4 to the appropriate Tenant parent station.	
ORGANIZATIONAL MAINTENANCE-22XX	Provide Tenant transient maintenance personnel and equipment to assist the arrival/departure of all Tenant aircraft to include "Follow Me" services.	Comply with Host procedures/ directives applicable to this area of support.
	Assist Tenant in requisitioning aircraft spares compatible with Tenant aircraft.	

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
FIELD MAINTENANCE-23XX	Provide maintenance personnel assistance and specialized equipment in the repair of Tenant aircraft. This service should include assistance from the Jet, AGE, Welding and Sheetmetal Shops and the use of the battery charging facility.	Comply with Host procedures/ directives applicable to this area of support.
AVIONICS MAINTENANCE-2400	Provide maintenance personnel assistance when the aircraft repair is beyond Tenant capability. Provide specialized equipment in the repair of Tenant aircraft.	Comply with Host procedures/ directives applicable to this area of support. Provide necessary technical data.
PRECISION MEASUREMENT EQUIPMENT LABORATORY-2450	Provide calibration/repair of PME in support of Tenant's aircraft.	Comply with Host procedures/ directives applicable to this area of support.
GROUND CEM MAINTENANCE-2600	Arrange for/monitor contract maintenance support of Tenant's two Motorola two-way radios mounted in Tenant vehicles.	Identify requirements to Host (15 ABW/DCO) and fund/pay for contract support.
GROUND COMMUNICATIONS		
Electronics-38XX	Provide Tenant normal local telephone service/support on a nonreimbursable basis. Bill Tenant for all toll calls and special telephone features.	Fund/reimburse Host for all toll calls and special telephone features.
Weather-34XX	Det 4, 1st WW representing the Host will provide Tenant aircrews weather forecasting/ briefings.	Comply with Host procedures/ directives applicable to this area of support.
BASE SUPPLY-41XX	Provide organization code and account number.	Identify Tenant requirements to Host as far in advance as possible.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
BASE SUPPLY-41XX (Cont'd)	Provide Tenant compatible C-130 spares for Tenant aircraft if available from base supply assets or on a latera support basis. Cost to be reimbursed through the British Embassy in Washington after concurrence by the Detachment Commander. Provide JP-4 and LOX for Tenant aircraft. Whenever possible this support is to be undertaken by refueler truck because of the shortness of stopover time by most Tenant aircraft. Provide mogas and oil for Tenant vehicles upon presentation of a vehicle serv-o-plate (AF Form 1252) and JP4 for Tenant air start cart and diesel for other Tenant AGE.	Reimburse Host stock fund for all support costs in accordance with applicable Host procedures/directives.
TRANSPORTATION-42XX	Provide Tenant packing, crating and banding support as well as packaging material to package service equipment and Detachment personnel effects as required. Provide base level vehicle maintenance for Tenant vehicles by entering them into Host program for regular scheduled servicing/maintenance. Provide crew bus service for all Tenant aircrews. Provide Tenant staff cars if available within Host resources upon Tenant request. Provide a replacement staff car for the Tenant Commander if and when Tenant vehicle is unserviceable during aircraft operations.	Identify Tenant requirements to Host as far in advance as possible. Reimburse Host for all support costs in accordance with AC fiscal memo (attached).

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
TRANSPORTATION-42XX (Cont'd)	Provide Tenant personnel necessary driver's training to quality for flightline permit.	
	Provide Tenant transportation to local hotels on an as-required as available basis.	
AERIAL PORT AIR TERMINAL SERVICE-4230	619 MASS representing the Host will:	
	Provide Tenant freight handling support as required with off/on loading of Tenant air cargo, storage and building of Tenant air cargo pallets until call-forward for aircraft.	Comply with Host procedures/ directives applicable to this area of support.
	Provide Tenant normal passenger services as required to include passenger handling, customs facilities, agriculture inspection and baggage handling.	
SECURITY POLICY-43XX	Provide appropriate base exchange and commissary ID cards together with any other necessary documentation to ensure access for all Tenant personnel and their dependents. Provide ID cards and registration of POVs on a nonreimbursable basis.	Comply with Host procedures/ directives applicable to this area of support.
	Provide Tenant flightline security protection support for Tenant aircraft with classified loads.	
CIVIL ENGINEERING-44XX	Provide Tenant via a real estate permit adequate office and workshop facilities as close to the working areas as possible, complete with electricity, running water, access to toilets and parking area for the Tenant ground equipment.	Comply with Host procedures/ directives applicable to this area of support.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
CIVIL ENGENNERING-44XX (Cont'd)	Provide MFH support to eligible tenant personnel as provided eligible Air Force personnel of comparable grade in accordance with applicable directives/procedures.	Comply with Host directives/procedures applicable to that area of support. Upon occupancy of government quarters, reimburse the U.S. Treasury monthly cash rental equal to the BAQ rate of comparable grade Air Force member. Rental to be payable in advance to the Accounting and Finance Office, Hickam AFB.
	Provide Tenant aircraft and facilities fire protection support.	Afford Host fire department personnel hands on training to familiarize them with Tenant aircraft.
SERVICES-46XX	Provide Tenant transient crew and passenger accommodations and in-flight kitchen support.	Identify Tenant requirements to Host as far in advance as possible. Comply with Host procedures/directives applicable to this support and reimburse Host in accordance with appropriate financial directives.
	Provide Tenant unaccompanied officer and noncommissioned officers BOQ/BAQ support in accordance with applicable Host directives/procedures.	Comply with Host procedures directives applicable to this area of support.
BASE OPERATIONS-4710	Provide Tenant qualified personnel flightline driving permits as well as flightline vehicle decals.	Identify Tenant requirements to Host and insure Tenant personnel are properly qualified.
	Provide Tenant aircrews access to breifing room and flight planning/pre-flight planning facilities/resources.	Comply with Host procedures/directives applicable to this area of support.
	Provide Tenant necessary assistance to obtain clearances for Wake Island.	Provide 15 ABW/DO/OTM/DOC with monthly Hickam and Wake proposed RAF aircraft schedule.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
BASE OPERATIONS-4710 (Cont'd)	Provide aircraft parking slots for Tenant aircraft to include use of remote/secure parking slots for Tenant aircraft with hot or classified loads.	Comply with Host procedures/ directives applicable to this area of support.
	Ensure RAF operational aircraft movement incoming message traffic received via 619 MASS dedicated communications center will be relayed via telecon to RAF Det Commander.	Process all Tenant outgoing message traffic through the Hickam Telecommunications Center.
MORTUARY-4992	Provide mortuary services to Tenant permanent party, dependents and transit personnel in accordance with applicable Host directives if required.	Comply with Host procedures/ directives applicable to this area of support.
MEDICAL-5XXX	Provide Tenant permanent party personnel and their dependents routine and emergency medical/ dental services in accordance with applicable Host directives.	Comply with Host procedures/ directives applicable to this area of support.
	Provide flight surgeon emergency medical/dental services to Tenant aircrew and passengers transiting Hickam AFB in accordance with applicable Host directives.	Comply with Host procedures/ directives applicable to this area of support.

Attachment 3

FISICAL MEMORANDUM:

MEMORANDUM OF UNDERSTANDING — 21 April 1981
Agreement Title (Number) — Date

Royal Air Force and 15th Air Base Wing (PACAF)
between

1. Providing Organization: 15th Air Base Wing

   a. Support will be provided involving:

Appropriations(s)	Estimated Annual Cost	Reimbursable (Yes or No)
5713400	$2,800.00	Yes
57X4921	3,000.00	Yes
57-9710700	6,386.40	Yes

   b. Bills, if applicable, will be prepaid by:

      15th ABW/ACFS
      Hickam AFB, HI 96853

2. Recipient will finance the program as follows:

   a. Method for Financing:

      (1) Direct billing
      (2) Reimbursement
      (3) Central billing/AFAFC

b. Financing Appropriations(s)	Dollar Amount
Royal Air Force Imprest Account	Undetermined

3. Reimbursement:

   a. Billing Method: AF Form 819
   b. Billing Frequency: Monthly
   c. Billing Address: 15th ABW/DO/RAF
      Hickam AFB, HI 96853

4. Remarks:

5. Signature: N. F. ZUHL, Colonel, USAF, Comptroller — 20 April 1981 (Date)

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AVIATION

Air Transport Services

Agreement Between the United States of America and the Socialist Republic of Romania

Extending the Agreement of December 4, 1973, as Renewed and Amended

Effected by Exchange of Notes
Dated at Bucharest January 23 and 30, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

SOCIALIST REPUBLIC OF ROMANIA

Aviation: Air Transport Services

Agreement extending the agreement of December 4, 1973, as renewed and amended.
Effected by exchange of notes
Dated at Bucharest January 23 and 30, 1981;
Entered into force January 30, 1981.

The American Embassy to the Romanian Ministry of Foreign Affairs

No. 9

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to refer to the air transport agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington December 4, 1973, as renewed and amended by exchange of notes on January 25 and 30, 1979.[1]

The United States believes that the air transport agreement has provided a satisfactory basis for facilitating air transport relations between the two countries. The United States Government therefore proposes that the agreement be extended through January 30, 1982.

If these understandings are acceptable to the Government of the Socialist Republic of Romania, the Embassy of the United States of America proposes that this note and the Ministry's confirmation shall constitute an agreement, between our two governments, to enter into force on the date of your reply, extending the air transport agreement from January 30, 1981 through January 30, 1982.

---

[1] TIAS 7901, 9431; 25 UST 1631; 30 UST 3872.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of Romania the assurances of its highest consideration.

Embassy of the United States of America,
Bucharest, January 23, 1981

The Romanian Ministry of Foreign Affairs to the American Embassy

REPUBLICA SOCIALISTĂ ROMÂNIA

MINISTERUL
AFACERILOR EXTERNE

Nr.6/437

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti şi are onoarea să-I confirme primirea notei verbale nr.9 din 23 ianuarie 1981, al cărui text, tradus în limba română, are următorul conţinut:

"Ambasada Statelor Unite ale Americii prezintă complimentele sale Ministerului Afacerilor Externe al Republicii Socialiste România şi are onoarea să se refere la Acordul privind transporturile aeriene dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România, semnat la Washington, la 4 decembrie 1973, aşa cum a fost reînnoit şi amendat prin schimbul de note din 25 şi 30 ianuarie 1979.

Statele Unite consideră că Acordul privind transporturile aeriene a oferit o bază satisfăcătoare pentru facilitarea relaţiilor de transport aerian dintre cele două ţări. Prin urmare, Guvernul Statelor Unite propune ca Acordul să fie prelungit până la 30 ianuarie 1982.

Dacă aceste înţelegeri sînt acceptabile Guvernului Republicii Socialiste România, Ambasada Statelor Unite ale Americii propune ca prezenta notă, împreună cu confirmarea ei de către Minister, să constituie un Acord, între cele două guverne ale noastre, care să intre în vigoare la data răspunsului dumneavoastră, prelungind valabilitatea Acordului cu privire la transporturile aeriene de la 30 ianuarie 1981 până la 30 ianuarie 1982.

Ambasada Statelor Unite ale Americii foloseşte acest prilej pentru a reînnoi Ministerului Afacerilor Externe al Republicii Socialiste România asigurările celei mai înalte consideraţiuni".

.//.

AMBASADEI STATELOR UNITE ALE AMERICII
- In oraş -

Ministerul Afacerilor Externe al Republicii Socialiste România are onoarea să comunice Ambasadei Statelor Unite ale Americii că Guvernul Republicii Socialiste România acceptă propunerile Guvernului Statelor Unite ale Americii, formulate în nota verbală sus-menţionată şi este de acord ca schimbul de note în această problemă să constituie un Acord între cele două guverne, care va intra în vigoare la data primirii prezentei note verbale.

Ministerul Afacerilor Externe al Republicii Socialiste România foloseşte a est prileJ pentru a reînnoi Ambasadei Statelor Unite ale Americii asigurarea înaltei sale consideraţiuni.

Bucureşti, 30 ianuarie 1981

TRANSLATION

Socialist Republic of Romania

Ministry of Foreign Affairs

No. 6/437

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America at Bucharest and has the honor to acknowledge receipt of note verbale No. 9 of January 23, 1981, the text of which, translated into Romanian, reads as follows:

[For the English language text, see pp. 2-3.]

The Ministry of Foreign Affairs of the Socialist Republic of Romania has the honor to inform the Embassy of the United States of America that the Government of the Socialist Republic of Romania accepts the proposals of the Government of the United States of America, formulated in the above-mentioned note verbale, and agrees that the exchange of notes on this problem shall constitute an agreement between the two governments, to enter into force on the date of receipt of this note verbale.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Bucharest, January 30, 1981

[Seal]

[Initialed]

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ATOMIC ENERGY

Research Participation and Technical Exchange in Loss of Fluid Test (LOFT) Program

Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Amending and Extending the
Agreement of September 15, 1976

Opened for Signature January 28, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Atomic Energy: Research Participation and Technical Exchange in Loss of Fluid Test (LOFT) Program

Agreement amending and extending the agreement of September 15, 1976.
Opened for signature January 28, 1981;
Entered into force October 20, 1976.

AGREEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

STUDSVIK ENERGITEKNIK AB OF SWEDEN

FORSOGSANLAEG RISO OF DENMARK, AND

VALTION TEKNILLINEN TUTKIMUSKESKUS OF FINLAND

REGARDING THE EXTENSION OF

RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE IN

THE LOFT RESEARCH PROGRAM AND NORHAV PROJECT [1]

WHEREAS

The United States Nuclear Regulatory Commission (USNRC), Studsvik Energiteknik AB (formerly AB Atomenergi) of Sweden, Forsogsanlaeg Riso of Denmark, and Valtion Teknillinen Tutkimuskeskus of Finland:

(a) Having mutual interest in cooperation in the field of reactor safety research, including the exchange of technical information on a reciprocal basis;

(b) Being signatory parties to the Agreement on Research Participation and Technical Exchange Between the USNRC and the NORDIC Group (Forsogsanlaeg Riso, Denmark; Valtion Teknillinen Tutkimuskeskus, Finland; Institutt For Atomenergi, Norway and AB Atomenergi, Sweden) in the USNRC LOFT Program and the NORDIC NORHAV Project (hereinafter referred to as "Basic Agreement"), this Basic Agreement providing for it to be in force for a period of 4 years beginning from the date of execution, October 20, 1976, with the option for continuation in the LOFT Program by the NORDIC Signatory Parties under mutually acceptable terms and conditions; and

(c) Having considered the significant benefits they have received through the cooperation developed under the Basic Agreement;

[1] Opened for signature Sept. 15, 1976. TIAS 8655; 28 UST 5097.

HEREBY agree:

The Parties will continue their mutual participation in the LOFT Program and NORHAV Project for a period of 2 years, starting on October 20, 1980, under the same terms and conditions as those set forth in the Basic Agreement, except that the Nordic Group will allocate 3 man years annually instead of 6 man years annually for the period of the extended agreement to perform analytical development work at USNRC direction, as set forth in Article IIB-1 of the LOFT-NORHAV Agreement.

U. S. NUCLEAR REGULATORY COMMISSION

Name William J. Dircks

Title Executive Director for Operations

Date January 28, 1981

STUDSVIK ENERGITEKNIK AB

Name

Title Stig O W Bergström

Date February 23, 1981

FORSOGSANLÆG RISØ

Name Niels E. Busch

Title Director, Research & Development

Date March 4, 1981

VALTION TEKNILLINEN TUTKIMUSKESKUS

Name

Title

Date

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COMMERCE

Embassy Branch Offices

Agreement Between the UNITED STATES OF AMERICA and the GERMAN DEMOCRATIC REPUBLIC

Effected by Exchange of Notes
Dated at Washington January 30, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GERMAN DEMOCRATIC REPUBLIC

Commerce: Embassy Branch Offices

Agreement effected by exchange of notes
Dated at Washington January 30, 1981;
Entered into force January 30, 1981.

The Department of State to the German Embassy

The Department of State refers to the January 5, 1981, note of the Embassy of the German Democratic Republic regarding the establishment of branch offices of the commercial sections of the two countries' Embassies, hereinafter referred to as "branch offices," and proposes the following:

(1) The establishment, operation, and status of the branch offices and their personnel shall be governed by the rule of reciprocity.

(2) The German Democratic Republic, at a time of its choosing, may open in New York City a branch office of the Commercial Section of its Embassy in Washington. The United States of America, at a time of its choosing, may open a branch office of its Embassy's Commercial Section in Berlin outside the Embassy or in Leipzig.

(3) Unrestricted access to these branch offices will be governed by the rules applicable to the Embassies concerned.

(4) One diplomatic officer with the rank of counselor will be in charge of the branch office. That officer will enjoy privileges and immunities accorded to diplomatic agents and will be listed in the Diplomatic List of the host country as a diplomatic officer of the Embassy of the sending country.

(5) Other staff members of the branch office will be given visas of the same type as members of the Embassy of corresponding rank. They will be exempted from United States income taxes and social security taxes. Other staff members of a United States branch office will receive comparable exemptions from the German Democratic Republic.

(6) The officer in charge and members of the staff of a branch office may engage in general trade promotion activity, but may not function as agents or principals in commercial transactions or enter into contractual agreements on behalf of commercial organizations.

(7) The respective Embassies may rent office space for the branch office which shall be considered a part of the Embassy premises. The papers and archives of the Branch Commercial Section shall be considered part of those of the Embassy. The respective Embassy must receive the approval of the host government before purchasing or otherwise acquiring instead of renting office space for the aforementioned purpose.

(8) A branch office of a Commercial Section may not be used as a general diplomatic or consular facility but only for purposes consonant with the status of the office as part

of the Commercial Section of the Embassy. The host country will support the activities of the branch office with regard to the realization of its commercial tasks. The branch offices will perform their activities in accordance with the laws of the host country.

(9) The Department of State will be given formal advance notice of all personnel of the German Democratic Republic assigned to the branch office in New York, and the Ministry of Foreign Affairs will be given formal advance notice of all American personnel assigned to the branch office of the United States Embassy to the German Democratic Republic.

(10) These arrangements may be terminated by either party giving the other party advance notice of six months.

If the foregoing proposals are acceptable to the Government of the German Democratic Republic, the Department of State proposes that this note, together with the reply from the Embassy of the German Democratic Republic to that effect, constitute an agreement between the two governments, effective on the date of the Embassy's reply.

Department of State,
Washington, January 30, 1981.

The German Embassy to the Department of State

BOTSCHAFT DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK

Note Nr. 4/1981

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika bezeugt dem Department of State ihre Hochachtung und hat die Ehre, den Empfang der Note vom 30. Januar 1981 über die Errichtung von Zweigstellen der Handelspolitischen Abteilungen der Botschaften der beiden Länder mit folgendem Inhalt zu bestätigen :

1. Die Einrichtung, Wirkungsweise und der Status der Zweigstelle und ihres Personals wird nach dem Prinzip der Gegenseitigkeit geregelt.

2. Die Deutsche Demokratische Republik kann zu einem von ihr gewünschten Zeitpunkt in New York City eine Zweigstelle der Handelspolitischen Abteilung ihrer Botschaft in Washington eröffnen. Die Vereinigten Staaten von Amerika können zu einem von ihnen gewünschten Zeitpunkt eine Zweigstelle der Handelspolitischen Abteilung ihrer Botschaft in Berlin außerhalb ihrer Botschaft oder in Leipzig eröffnen.

Außenministerium der
Vereinigten Staaten
von Amerika
Washington, D.C.

3. Der ungehinderte Zugang zu diesen Zweigstellen wird geregelt nach den für die betreffenden Botschaften geltenden Bestimmungen.

4. Ein Diplomat im Rang eines Rates leitet die Zweigstelle. Dieser Diplomat genießt die den diplomatischen Vertretern gewährten Privilegien und Immunitäten und wird in dem Diplomatenverzeichnis des Gastlandes als Diplomat der Botschaft des Entsendestaates geführt.

5. Anderen Mitarbeitern der Zweigstelle werden Visa der gleichen Art ausgestellt wie Mitarbeitern der Botschaft, die den entsprechenden Rang innehaben. Sie werden von Einkommenssteuern und Sozialversicherungsbeiträgen der Vereinigten Staaten befreit. Den anderen Mitarbeitern der Zweigstelle der Vereinigten Staaten werden vergleichbare Befreiungen seitens der Deutschen Demokratischen Republik gewährt.

6. Der Leiter und die Mitarbeiter der Zweigstelle können allgemeine Aktivitäten zur Förderung des Handels betreiben, können jedoch nicht als Beauftragte oder Auftraggeber bei kommerziellen Transaktionen handeln oder im Auftrage von Handelsorganisationen vertragliche Vereinbarungen abschließen.

7. Die jeweilige Botschaft kann Büroräume für die Zweigstelle mieten, die als Teil der Botschaftsräumlichkeiten betrachtet werden, so, wie ihre Unterlagen und Archive als Teil der Unterlagen und Archive der Botschaft betrachtet werden. Die jeweilige Botschaft muß die Genehmigung der Regierung des Gastlandes erhalten, bevor sie Büroräume zum vorstehend genannten Zweck an Stelle von Mietverhältnissen kaufen oder anderweitig erwerben will.

8. Die Zweigstelle der Handelspolitischen Abteilung darf nicht als allgemeine diplomatische oder konsularische Einrichtung, sondern ausschließlich für Zwecke genutzt werden, die mit dem Status der Zweigstelle als Teil der Handelspolitischen Abteilung der Botschaft im Einklang stehen. Das Gastland wird die Aktivitäten der Zweigstelle in bezug auf die Erfüllung ihrer kommerziellen Aufgaben unterstützen. Die Zweigstellen üben ihre Tätigkeit im Einklang mit den Gesetzen des Gastlandes aus.

9. Dem Ministerium für Auswärtige Angelegenheiten der Deutschen Demokratischen Republik wird offiziell im voraus das gesamte amerikanische Personal mitgeteilt, das in der Zweigstelle der Botschaft der Vereinigten Staaten von Amerika in der Deutschen Demokratischen Republik eingesetzt wird, so wie dem Außenministerium der USA offiziell im voraus das gesamte Personal der Deutschen Demokratischen Republik mitgeteilt wird, das in der Zweigstelle in New York eingesetzt wird.

10. Diese Vereinbarung kann von jeder Seite gekündigt werden, indem sie dies der anderen Seite sechs Monate vorher mitteilt.

Seitens der Deutschen Demokratischen Republik wird dem Vorschlag zugestimmt, daß die oben erwähnte Note des Department of State zusammen mit dieser Note eine Vereinbarung darstellt, die am heutigen Tage in Kraft tritt.

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika benutzt auch diese Gelegenheit, das Department of State ihrer ausgezeichneten Hochachtung zu versichern.

Washington, 30. Januar 1981

TRANSLATION

THE EMBASSY OF THE GERMAN DEMOCARTIC REPUBLIC

Note No. 4/1981

The Embassy of the German Democratic Republic in the United States of America presents its compliments to the Department of State and has the honor to confirm receipt of the note of January 30, 1981 on the opening of branch offices of the Commercial Sections of the Embassies of the two countries with the following text:

[For the English language text, see pp. 2-3.]

The German Democratic Republic accepts the foregoing proposal that the aforementioned note by the Department of State and this note constitute an agreement which shall enter into force today.

The Embassy of the German Democratic Republic in the United States of America avails itself of this opportunity to renew to the Department of State the assurances of its very high consideration.

Washington, January 30, 1981

[Seal]

[Initialed]

The Department of State
of the United States of America,
Washington, D.C.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—87-852

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SPACE COOPERATION

Vehicle Tracking and Communication Facility

Agreement Between the
UNITED STATES OF AMERICA
and SENEGAL

Effected by Exchange of Notes
Dated at Dakar January 30 and
February 5, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

SENEGAL

Space Cooperation: Vehicle Tracking and Communication Facility

Agreement effected by exchange of notes
Dated at Dakar January 30 and February 5, 1981:
Entered into force February 5, 1981.

The American Embassy to the Senegalese Ministry of Foreign Affairs

No. 016

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 17182 of November 29, 1980[1] and the Embassy's diplomatic note No. 193 of October 9, 1980,[1] regarding the establishment and operation of a space vehicle tracking and communication facility. Such a facility would become part of a worldwide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice communication support to the astronauts and other shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

(1) Implementation of the activities provided for under this agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating Agency will be the National Aeronautics and Space Administration or any other entity designated by NASA. On the part of the Government of the Republic of Senegal, the Cooperating Agency will be TELESENEGAL.

(2) The facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers; installation for any needed point-to-point communications beyond

[1] Not printed.

that already available from authorized telecommunications carrier, necessary support buildings, and power generation equipment.

(3) The Government of Senegal will make available suitable site and rights of way for the facility and an agreed location at no cost to the Government of the United States; the site to remain the property of the Government of Senegal.

(4) All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

(5) The communications services of the Government of Senegal and its instrumentalities shall be used, to the maximum extent practical, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the relevant Senegalese authorities. The Government of Senegal shall take whatever means are practical to maintain freedom from harmful radio interference, investigate any interference to reception at the facility, and take all reasonable steps to secure the cessation of such interference.

(6) The Government of Senegal will facilitate the installation of any communication lines, power and water required at the site.

(7) Construction of the facility shall be by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work with the prior approval of the specifications by TELESENEGAL. Maximum use shall be made of materials and supplies available locally.

(8) The Senegalese Government shall, in accordance with its laws, regulations and procedures facilitate the admission into Senegal of materials, equipment, supplies, goods or property furnished by the Government of the United States for the purposes of this facility. No duties, taxes or like charges shall be levied on such property imported for use in such activities.

(9) The United States Government shall retain title to equipment, supplies and other movable property provided by it or acquired in Senegal by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Senegal at its own expense and free from export duties or similar charges, upon the termination of this Agreement. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be offered, in accordance with the laws and administrative procedures of the United States to the Senegalese Cooperating Agency. If the latter should not desire the property in that instance, disposal of the property by the Embassy of the United States of America in Dakar should be accomplished under conditions acceptable to both Governments.

(10) The Government of Senegal will, subject to its immigration laws and regulations, take the necessary steps to facilitate the admis-

sion into an exit from Senegal of such United States personnel, including contractor personnel, as may be assigned by the United States Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement.

(11) The United States personnel sent to Senegal by the United States Cooperating Agency for the purposes of activities under this Agreement shall be free of any local salary or residence/domicile taxes.

(12) The Government of Senegal will facilitate the obtaining/waiving of any local work permits.

(13) It is understood that the execution of this Agreement depends on funds allocated and voted by the Congress of the United States.

(14) Each cooperating agency may make public, after consultation with the other, information concerning this activity which requires the participation of the other agency.

(15) The facility would be available for visits by the general public. Scheduling, regulation of access, and other arrangements for such visits shall be as agreed between designated representatives of each cooperating agency.

(16) Within the context of this Agreement, NASA will provide for the training of six Senegalese technicians in station operation and maintenance. This will be accomplished by on-the-job utilization at the station site, with details determined by joint agreement between the parties.

(17) In connection with the facility, the cooperating agencies are authorized to conclude supplementary arrangements from time to time as required to carry out the activities of this Agreement.

(18) The Government of the United States anticipates that the Station will be required for use until January 1, 1984. The Agreement will remain in force until that date and may be further extended by agreement of the two governments.

The Embassy has the honor to suggest that if the Senegalese Government concurs in the proposals outlined above, the present Note and the Ministry's confirmatory reply shall together constitute and evidence an Agreement between the two governments on the matter.

The Embassy takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
DAKAR, *January 30, 1981*.

The Senegalese Ministry of Foreign Affairs to the American Embassy

RÉPUBLIQUE DU SÉNÉGAL

MINISTÈRE
DES AFFAIRES ETRANGÈRES

N° 00143 MAE/DAJC/CAI

Dakar, le 05 FEV 1981

Le ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à la note verbale de l'Ambassade n°016 du 27 janvier 1981 et à celle du ministère n° 17 182/MAE/DAJC/CAI du 13 novembre 1980, a l'honneur de porter à sa connaissance ce qui suit :

Le gouvernement de la République du Sénégal approuve les propositions de l'Ambassade relatives aux modalités pratiques d'installation, au Sénégal, de la station de communication terrestre de la "navette spatiale", aux conditions déterminées par sa note verbale susvisée ci-dessus.

Le ministère confirme que l'échange de la présente note et celle de l'Ambassade devra constituer la preuve d'un accord entre le gouvernement de la République du Sénégal et le gouvernement des Etats-Unis d'Amérique, sur l'installation de la station de communication terrestre à CAYAR, pour assister le programme de vols de la Navette spatiale.

Le ministère des Affaires étrangères de la République du Sénégal saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar, les assurances de sa très haute considération.

Ministère des Affaires Etrangères

TRANSLATION

REPUBLIC OF SENEGAL
MINISTRY OF FOREIGN AFFAIRS

Dakar, February 5, 1981

No. 1431 M.A.E./DAJC/CAI

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America at Dakar and, with reference to the Embassy's note verbale No. 016 of January 23, 1981, and to the Ministry's note verbale No. 17 182/MAE/DAJC/CAI of November 29, 1980, has the honor to inform it of the following.

The Government of the Republic of Senegal approves the Embassy's proposals concerning the practical terms and conditions for the installation of a land communication station for the Space Shuttle in Senegal, under the conditions set forth in its above-mentioned note verbale.

The Ministry confirms that the exchange of the present note and that of the Embassy shall constitute an agreement between the Government of the Republic of Senegal and the Government of the United States of America on the installation of the land communication station at Gandoul to assist the Space Shuttle flight program.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States at Dakar the assurances of its very high consideration.

[Initialed]

[Seal]

Embassy of the United States of America,
Dakar.

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AGRICULTURAL COMMODITIES

Agreements Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
March 20, 1979

Effected by Exchange of Notes
Signed at Cairo June 30, 1980
And signed at Cairo June 28, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Agricultural Commodities

Agreements amending the agreement of March 20, 1979.
Effected by exchange of notes
Signed at Cairo June 30, 1980;
Entered into force June 30, 1980.
And signed at Cairo June 28, 1981;
Entered into force June 28, 1981.

The American Ambassador to the Egyptian Deputy Prime Minister for Economic and Financial Affairs and the Minister of Supply and Home Trade

EMBASSY OF THE
UNITED STATES OF AMERICA

CAIRO, EGYPT *June 30, 1980*

EXCELLENCIES:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979,[1] as amended, and propose the Agreement be further amended as follows:

A. PART II – Particular Provisions:

(1) Item I – Commodity Table – Insert the following under appropriate columns: "Wheat/Wheat Flour (Grain equivalent basis) 1980, 90,000 and $15.0" and on the next line insert "Total 195,000 and $30.0" in the appropriate columns.

(2) Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete "1979" and insert "1980."

(3) Item IV – Export Limitations – Delete in subparagraph A after . . . . U.S. Fiscal Year "1979" and insert "1980."

(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

"A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

[1] TIAS 9683; 31 UST.

80-657 O—82

"B. The Government of Egypt agrees to undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

"1. Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning of activities.

"2. To continue review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and the use of inputs.

"3. To expand and improve present GOE capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

"4. Continue a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

"5. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

"6. Building on existing analysis undertake a second stage review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

"7. Continue analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by April 30, 1981.

"8. Examine the organization and management of agricultural research as it relates to increased production through the extension process. The review will (1) identify constraints to agricultural growth in the organization and management of the agricultural sector, and (2) examine controls and procedures for the purpose of creating initiative and incentives for individual farmers while providing necessary services."

B. Annex A – Food and Development Program:

(1) Item III – Paragraph A: Delete the last sentence of Paragraph A beginning "The dollar equivalent of local . . . . ." and ending "Article II II of this Agreement." in its entirety and replace with the following two sentences: "The dollar equivalent of local currency disbursed for the eligible uses identified in Annex B shall be credited as payment for the purpose of Part I, Article II II of this Agreement against (1) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (2) the combined payments of principal and interest starting with the first installment payment until the value of the local currencies disbursed has been offset. Full disbursement from the special account of the local currency funds deposited in an amount equivalent to the dollar value of the credit furnished by the exporting country, in accordance with provisions of item II B.1. above for purposes specified in Annex B and in accordance with the provisions of this Agreement, will be deemed to be payment of all installments of principal and interest payable thereon for the commodities furnished under this Agreement".

(2) Item IV D – Delete the first sentence of Item IV D and substitute the following: "For the purposes of negotiating and executing implementation letters, the government of the importing country will be represented by the individual holding or acting in the office of Chairman of the Organization for Reconstruction and Development of the Egyptian Village and the government of the exporting country will be represented by the individual holding or acting in the office of U.S. Ambassador, each of whom, by written notice, may designate additional representatives."

C. Annex B – Delete Item V (G), (H), (I) and (J), Item VI (A), (B) and (C) and Item VII (A), (B) and (C), and insert the following:

(1) Under Item V:

"G. Training and Evaluation Program:

"1. ORDEV will develop and staff a training and evaluation program. The purpose of this program will be to strengthen the implementation capability at the village and governorate level and would have the following elements: (a) training program on the planning (including an economic analysis of benefits and cost), design and implementation of BVS projects; (b) the planning and scheduling of a detailed evaluation of a randomly selected sample of Title III BVS projects; (c) the collecting and analysis of benchmark data (for example the amount of paved and unpaved rural roads, number of people served by rural water and sewage systems and reporting of systems out of operation, number of rural households served by electrical connections, access to and operation of local marketing

institutions and other data useful in appraising success of the BVS program; (d) participation in the annual evaluation of the BVS Food for Development Program and preparation of the annual report called for in Annex A, Item II, Paragraph A.2. Other monitoring and review activities may also be included.

"2. If there are insufficient funds from other sources available for establishing a training and evaluation program a small amount may be reserved from the Title III BVS special account funds for this purpose. A joint exchange of implementation letters will be used to determine the amount and present plans for carrying out the training and evaluation program.

"H. Disbursement for Credit of Offset Against Indebtedness:

"1. Village councils will make requests for funding of specified projects under this program. When technically reviewed and administratively approved, the GOE will transfer necessary funds from the Title III special account to the bank account of the village council against a signed project agreement. This transfer will be considered a disbursement in furtherance of the goals of the Food for Development Program and will be eligible for offset against Title III indebtedness. The Ministry of Finance will provide documented evidence to the USG of such disbursements from the special account and deposit into the village council account. In no event will credit of offset against indebtedness occur prior to the sale of commodities provided under this agreement in the importing country.

"2. Any disbursement for the training and evaluation program will be established by use of joint implementation letters between the USG and GOE.

"I. Funding Eligibility:

"Funds from the Title III special account are restricted in their use. Funds from this account can only be used to pay for costs in connection with approved BVS projects and the planning and evaluation program. ORDEV will certify to USG that advances to village councils are made in accordance with this policy.

"J. Reporting:

"Village councils will submit monthly progress and completion reports to the ORDEV representative at the governorate level. The governorate will prepare quarterly reports and certifications of completion of work on projects which will be forwarded to ORDEV with copies to the Ministries of Planning, Economy, Finance and Agriculture. ORDEV will send the reports, after review and approval, to the USG."

(2) Under Item VI, Evaluation, Benchmarks and Audits:

"A. Evaluation and Benchmarks:

"1. The GOE will start an operational training and evaluation program to support the BVS program.

"2. Benchmarks to be utilized in reviewing progress at the end of the second year will include but not be limited to:

"A. Benchmark data for categories used for determining eligible projects for Title III funding will be used to analyze overall progress, e.g., amount of rural roads paved and unpaved before and after; people served by rural and sewage systems and systems out of operation before and after, length of irrigation canals lined before and after; and other data as suggested in the evaluation report.

"B. The schedule and procedures for carrying out a detailed evaluation of randomly selected projects will have been established.

"C. The number and quality of specific project proposals approved and number of projects implemented.

"D. The monitoring and reporting of funds transferred from the Title III special account to village council for approved projects is being satisfactorily carried out.

"E. The routine project monitoring and evaluation reports are being completed and used for BVS program management.

"3. The BVS program will be evaluated annually as called for in Annex A. The evaluation for the second year will be completed by February 1, 1981 and will be carried out jointly by the USG and GOE. In addition to the items in VI(A) above, the evaluation will cover the following areas:

"A. Whether the GOE is continuing to make adequate levels of funding available during the life of the projects, and to quantify the level the GOE is committed to maintain and increase funding levels both during and after the project, as defined in Item II(G) of this annex.

"B. Whether the GOE is continuing to reinforce and strengthen decentralized local governments in a manner that will develop operational projects in support of agricultural and rural development.

"C. That BVS projects undertaken at the initiative of village councils are firmly planned, designed, engineered and operational under field conditions.

"D. That special or regular institutional mechanisms are providing funds, technical support and policy actions for village projects.

"E. A review of the selection criteria for extending BVS operations to additional governorates and the BVS categories eligible for funding in those provinces.

"F. That performance monitoring and comparative evaluation reports are regularly carried out on BVS projects.

"4. A joint USG–GOE mid-year review of ongoing basic village services projects will be completed by August–September 1980. The principal focus of this review will be on-site spot inspections of projects to appraise progress in implementation and identify any problem areas.

"B. Audits:

"Should audits reveal that a project has not been completed or is not up to prevailing acceptable standards of construction and progress, the GOE will be formally notified of the deficiency. Based on the audits the USG reserves the right to disallow forgiveness in cases of gross or persistent deficiency.

(3) Under Item VII – Other Provisions:

"A. Multi-Year Programming:

"Although the Food for Development (Title III) agreements will be signed on a year-by-year basis, the proposal includes language indicating a commitment on the part of both Governments that these annual agreements will form a multi-year program covering the basic village services project. The quantity and value to be programmed each year will be subject to PL 480 funding and commodity availabilities.

"B. Monitoring:

"The monitoring and audits of the basic village services programs will be based on benchmarks, guidelines and goals set up to evaluate programs in carrying out the village projects. Using a mutually agreed sample, a selected number of projects will be evaluated not less than annually in accordance with requirements covered in Item II(A) (2) and (3), and Item III(E) of Annex A. Additional review and evaluation requirements of Item III(B), Item III(D) and Item III(C) of Annex A will be covered by the monitoring system.

"C. Since the proceeds generated from the sale of commodities financed under this agreement as amended can be utilized for basic village services projects for a period not exceeding two years after completion of the FFD program, there will be a need to evaluate the BVS projects for which such proceeds are utilized. These evaluations should be linked with findings of earlier evaluations permitting a comparison of results with project targets. Also required is a specific accounting for all commodities, funds generated, their uses and the outstanding balances at the end of each fiscal year. A comprehensive report on the activities and progress achieved under the FFD program is required at the end of the final fiscal year."

All other terms and conditions of the March 20, 1979 Title III Agreement would remain the same.

I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

ALFRED L ATHERTON JR.

Alfred L. Atherton, Jr.
Ambassador of the
United States of America

[SEAL]

His Excellency
Dr. ABDEL RAZZAK ABDEL MEGUID
Deputy Prime Minister for Economic
and Financial Affairs and Minister of
Planning, Finance and Economy
Cairo

His Excellency
AHMED AHMED NOUH
Minister of Supply and Home Trade
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs and the Minister of Supply and Home Trade to the American Ambassador

DEPUTY PRIME MINISTER FOR ECONOMIC
AND FINANCIAL AFFAIRS
MINISTER OF ECONOMY

CAIRO, EGYPT *June 30, 1980*

EXCELLENCY:

We have the honor to acknowledge receipt of your Note of June 30, 1980, which reads as follows:

"CAIRO, EGYPT *June 30, 1980*

"EXCELLENCIES:

"I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, as amended, and propose the Agreement be further amended as follows:

"A. PART II – Particular Provisions:

"(1) Item I – Commodity Table – Insert the following under appropriate columns: 'Wheat Wheat Flour (Grain equivalent

basis) 1980, 90,000 and $15.0' and on the next line insert 'Total 195,000 and $30.0' in the appropriate columns.

"(2) Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete '1979' and insert '1980.'

"(3) Item IV – Export Limitations – Delete in subparagraph A after . . . . U.S. Fiscal Year '1979' and insert '1980.'

"(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

" 'A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

" 'B. The Government of Egypt agrees to undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

" '1. Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning of activities.

" '2. To continue review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and the use of inputs.

" '3. To expend and improve present GOE capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

" '4. Continue a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

" '5. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including

small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

" '6. Building on existing analysis undertake a second stage review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

" '7. Continue analysis of the present pubiic and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by April 30, 1981.

" '8. Examine the organization and management of agricultural research as it relates to increased production through the extension process. The review will (1) identify constraints to agricultural growth in the organization and management of the agricultural sector, and (2) examine controls and procedures for the purpose of creating initiative and incentives for individual farmers while providing necessary services.'

"B. Annex A – Food and Development Program:

"(1) Item III – Paragraph A: Delete the last sentence of Paragraph A beginning 'The dollar equivalent of local. . . . .' and ending 'Article II H of this agreement.' in its entirety and replace with the following two sentences: 'The dollar equivalent of local currency disbursed for the eligible uses identified in Annex B shall be credited as payment for the purpose of Part I, Article II H of this Agreement against (1) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (2) the combined payments of principal and interest starting with the first installment payment until the value of the local currencies disbursed has been offset. Full disbursement from the special account of the local currency funds deposited in an amount equivalent to the dollar value of the credit furnished by the exporting country, in accordance with provisions of item II B.1. above for purposes specified in Annex B and in accordance with the provisions of this Agreement, will be deemed to be payment of all installments of principal and interest payable thereon for the commodities furnished under this Agreement.'

"(2) Item IV D – Delete the first sentence of Item IV D and substitute the following: 'For the purposes of negotiating and executing implementation letters, the government of the importing country will be represented by the individual holding or acting in the office of Chairman of the Organization for Reconstruction and Development of the Egyptian village and the government of the exporting country will be represented by the individual holding or acting in the office of U.S. Ambassador,

each of whom, by written notice, may designate additional representatives.'

"C. Annex B – Delete Item V (G), (H), (I) and (J), Item VI (A), (B) and (C) and Item VII (A), (B) and (C), and insert the following:

"(1) Under Item V:

"'G Training and Evaluation Program:

"'1. ORDEV will develop and staff a training and evaluation program. The purpose of this program will be to strengthen the implementation capability at the village and governorate level and would have the following elements: (a) training program on the planning (including an economic analysis of benefits and cost), design and implementation of BVS projects; (b) the planning and scheduling of a detailed evaluation of a randomly selected sample of Title III BVS projects; (c) the collecting and analysis of benchmark data (for example the amount of paved and unpaved rural roads, number of people served by rural water and sewage systems and reporting of systems out of operation, number of rural households served by electrical connections, access to and operation of local marketing institutions and other data useful in appraising success of the BVS program; (d) participation in the annual evaluation of the BVS Food for Development Program and preparation of the annual report called for in Annex A, Item II, Paragraph A.2. Other monitoring and review activities may also be included.

"'2. If there are insufficient funds from other sources available for establishing a training and evaluation program a small amount may be reserved from the Title III BVS special account funds for this purpose. A joint exchange of implementation letters will be used to determine the amount and present plans for carrying out the training and evaluation program.

"'H. Disbursement for Credit of Offset Against Indebtedness:

"'1. Village councils will make requests for funding of specified projects under this program. When technically reviewed and administratively approved, the GOE will transfer necessary funds from the Title III special account to the bank account of the village council against a signed project agreement. This transfer will be considered a disbursement in furtherance of the goals of the Food for Development Program and will be eligible for offset against Title III indebtedness. The Ministry of Finance will provide documented evidence to the USG of such disbursements from the special account and deposit into the village council account. In no event will credit of offset against indebtedness occur prior to the sale of commodities provided under this agreement in the importing country.

" '2. Any disbursement for the training and evaluation program will be established by use of joint implementation letters between the USG and GOE.

" 'I. Funding Eligibility:

" 'Funds from the Title III special account are restricted in their use. Funds from this account can only be used to pay for costs in connection with approved BVS projects and the planning and evaluation program. ORDEV will certify to USG that advances to village councils are made in accordance with this policy.

" 'J. Reporting:

" 'Village councils will submit monthly progress and completion reports to the ORDEV representative at the governorate level. The governorate will prepare quarterly reports and certifications of completion of work on projects which will be forwarded to ORDEV with copies to the Ministries of Planning, Economy, Finance and Agriculture. ORDEV will send the reports, after review and approval, to the USG.'

"(2) Under Item VI, Evaluation, Benchmarks and Audits:

" 'A. Evaluation and Benchmarks:

" '1. The GOE will start an operational training and evaluation program to support the BVS program.

" '2. Benchmarks to be utilized in reviewing progress at the end of the second year will include but not be limited to:

" 'A. Benchmark data for categories used for determining eligible projects for Title III funding will be used to analyze overall progress, e.g., amount of rural roads paved and unpaved before and after; people served by rural and sewage systems and systems out of operation before and after, length of irrigation canals lined before and after; and other data as suggested in the evaluation report.

" 'B. The schedule and procedures for carrying out a detailed evaluation of randomly selected projects will have been established.

" 'C. The number and quality of specific project proposals approved and number of projects implemented.

" 'D. The monitoring and reporting of funds transferred from the Title III special account to village council for approved projects is being satisfactorily carried out.

" 'E. The routine project monitoring and evaluation reports are being completed and used for BVS program management.

" '3. The BVS program will be evaluated annually as called for in Annex A. The evaluation for the second year will be completed by February 1, 1981 and will be carried out jointly by the USG and GOE. In addition to the items in VI (A) above, the evaluation will cover the following areas:

" 'A. Whether the GOE is continuing to make adequate levels of funding available during the life of the projects, and to quantify the level the GOE is committed to maintain and increase funding levels both during and after the project, as defined in Item II (G) of this annex.

" 'B. Whether the GOE is continuing to reinforce and strengthen decentralized local governments in a manner that will develop operational projects in support of agricultural and rural development.

" 'C. That BVS projects undertaken at the initiative of village councils are firmly planned, designed, engineered and operational under field conditions.

" 'D. That special or regular institutional mechanisms are providing funds, technical support and policy actions for village projects.

" 'E. A review of the selection criteria for extending BVS operations to additional governorates and the BVS categories eligible for funding in those provinces.

" 'F. That performance monitoring and comparative evaluation reports are regularly carried out on BVS projects.

" '4. A joint USG–GOE mid-year review of ongoing basic village services projects will be completed by August–September 1980. The principal focus of this review will be on-site spot inspections of projects to appraise progress in implementation and identify any problem areas.

" 'B. Audits:

" 'Should audits reveal that a project has not been completed or is not up to prevailing acceptable standards of construction and progress, the GOE will be formally notified of the deficiency. Based on the audits the USG reserves the right to disallow forgiveness in cases of gross or persistent deficiency.

"(3) Under Item VII – Other Provisions:

" 'A. Multi-Year Programming:

" 'Although the Food for Development (Title III) agreements will be signed on a year-by-year basis, the proposal includes language indicating a commitment on the part of both Governments that these annual agreements will form a multi-year program covering the basic village services project. The quantity

and value to be programmed each year will be subject to PL 480 funding and commodity availabilities.

"'B. Monitoring:

"'The monitoring and audits of the basic village services programs will be based on benchmarks, guidelines and goals set up to evaluate programs in carrying out the village projects. Using a mutually agreed sample, a selected number of projects will be evaluated not less than annually in accordance with requirements covered in Item II(A) (2) and (3), and Item III(E) of Annex A. Additional review and evaluation requirements of Item III(B), Item III(D) and Item III(G) of Annex A will be covered by the monitoring system.

"'C. Since the proceeds generated from the sale of commodities financed under this agreement as amended can be utilized for basic village services projects for a period not exceeding two years after completion of the FFD program, there will be a need to evaluate the BVS projects for which such proceeds are utilized. These evaluations should be linked with findings of earlier evaluations permitting a comparison of results with project targets. Also required is a specific accounting for all commodities, funds generated, their uses and the outstanding balances at the end of each fiscal year. A comprehensive report on the activities and progress achieved under the FFD program is required at the end of the final fiscal year.'"

"All other terms and conditions of the March 20, 1979 Title III Agreement would remain the same.

"I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

"Accept, Excellencies, the assurance of my highest consideration.

"ALFRED L. ATHERTON, JR.

Ambassador of the
United States of America"

We have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject, to enter into force on the date of this reply.

Accept, Excellency, the assurance of our highest consideration.

A. MEGUID

Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

A. A. NOUH

His Excellency
ALFRED L. ATHERTON, JR.
Ambassador of the
United States of America
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs, the Minister of Supply and Home Trade and the Minister of State for Economy to the American Ambassador

DEPUTY PRIME MINISTER FOR ECONOMIC
AND FINANCIAL AFFAIRS
MINISTRY OF FINANCE

CAIRO, EGYPT *June 28, 1981*

EXCELLENCY:

We have the honor to acknowledge receipt of your Note of June 28, 1981, which reads as follows:

"CAIRO, EGYPT *June 28, 1981*

"EXCELLENCIES:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, and propose the Agreement be further amended as follows:

A. PART II – Particular Provisions:

(1) Item I – Commodity Table – Insert the following under appropriate columns: "Wheat, 1981 90,000 and Dol 15.0" and on the following line entitled Total delete "195,000 Dol 30.0" and insert "285,000 and Dol 45.0".

(2) Under Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete "1980" and insert "1981", and delete "2,000" and insert "2,500".

(3) Under Item IV – Export Limitations – Delete in sub-paragraph A after . . . U.S. Fiscal Year, "1980" and insert "1981".

(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

"A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

"B. The Government of Egypt agrees to undertake and provide adequate financial, technical and managerial resources for the implementation of the activities listed by major grouping below:

"1. Agricultural production

(A) Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, undertake the formulation of national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

(B) Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, (including marginal productive land) as well as projects for the development of new land. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns/mix.

"2. Agricultural Research and Extension

(A) Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts. The review will: (1) Identify constraints for effectively managing the agricultural research system, (2) Determine what linkages are needed to get research results tested and available to the individual farmer, and (3) Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers.

(B) Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed in training that includes an operational orientation towards the management and planning activities. Other important areas include training in the use of mass media and group level instructional procedures to disseminate information on the benefits of improved agricultural production, harvesting, transportation and marketing techniques.

"3. Analyses for Policy Formulation and Agricultural planning

(A) Analyze and develop a national plan for animal production.

(B) To continue the review and analysis of pricing for agricultural inputs. (e.g., fertilizer, aid to agriculture, etc.) and outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and use of inputs.

(C) Build on existing analysis and continue review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items".

ANNEX A. Under Item II in sub-paragraph B2 after "Local currency deposited" insert "and any interest accrued".

ANNEX B. Under Item V in sub-paragraph I after "Funds from this account" insert "and any interest earned thereupon".

Under Item VI para A, No. 2 change "second" to "third".

Under Item VI para A, No. 3, delete "second year will be completed by February 1, 1981" and insert "third year will be completed by February 1, 1982".

Under Item VI para A, No. 4, delete in its entirety.

All other terms and conditions of the March 20, 1979 Title III Agreement as amended June 30, 1980 would remain the same.

"I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

"Accept, Excellencies, the assurance of my highest consideration.

ALFRED L ATHERTON JR.

"Alfred L. Atherton, Jr.
Ambassador of the
United States of America

We have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply

as constituting an Agreement between our two Governments on this subject, to enter into force on the date of this reply.

Accept, Excellency, the assurance of our highest consideration.

A. MEGUID

Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for Economic and Financial Affairs

A. A. NOUH

Ahmed Ahmed Nouh

Minister of Supply and Home Trade

S. NOUR EL DIN

Dr. Soliman Nour El Din
Minister of State for Economy

His Excellency
ALFRED L. ATHERTON, JR.
Ambassador of the
United States of America
Cairo

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TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and HAITI

Amending the Agreement of
August 17, 1979, as Amended

Effected by Exchange of Notes
Signed at Port-au-Prince December 17, 1980
and February 5, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

HAITI

Trade in Textiles and Textile Products

Agreement amending the agreement of August 17, 1979, as amended.
Effected by exchange of notes
Signed at Port-au-Prince December 17, 1980 and February 5, 1981;
Entered into force February 5, 1981.

The Haitian Secretary of State to the American Ambassador

RÉPUBLIQUE D'HAÏTI

SECRETAIRERIE D'ETAT DU COMMERCE ET DE L'INDUSTRIE

No. 5171 PORT-AU-PRINCE LE 17 DEC 1980

[illegible]

[illegible]

[illegible]

Durant les huit premiers mois de cette deuxième année d'accord, les entreprises ont exporté 336.000 douzaines de soutien-gorge en fibres synthétiques, ce qui représente 67,2 % du quota.

Le Département du Commerce et de l'Industrie prévoit que la consommation des entreprises aux Etats-Unis atteindra 60.000 douzaines par mois, dépassera ainsi à cette fin 500.000 douzaines allouées. En conséquence, pour prévenir les effets préjudiciables d'un arrêt trop temporaire de la production, le Gouvernement Persian a l'honneur par la présente de solliciter du Département d'Etat Américain que les importations laitières de la Catégorie 652 soient autorisées à accéder le niveau de 500.000 douzaines jusqu'à concurrence de 121 % du quota.

Voici les propositions intéressant:

1er Mai 1980 - 30 Avril 1981
Catégorie 652 - DCL -
Quota : 610.000 douzaines.

Assuré que l'urgence de cette question fera l'objet de Votre plus grande attention, je vous saurais gré Monsieur l'Ambassadeur, de transmettre au Département d'Etat Américain dans les meilleurs délais, la requête du Gouvernement Persian.

Veuillez Monsieur l'Ambassadeur, l'expression de ma parfaite considération.

Jacques R. GILBERT
Secrétaire d'Etat

SON EXCE LENCE
MONSIEUR KEVIN LA CHELAIS
AMBASSADEUR DES
ETATS-UNIS D'AMERIQUE
EN PERSIAN.-

GLD/je

TRANSLATION

Republic of Haiti
Office of the Secretary of State for Commerce and Industry

No. DI/T&F-6070 Port-au-Prince, December 17, 1980

Mr. Ambassador:

With reference to the Arrangement Regarding International Trade in Textiles, done at Geneva on December 20, 1973 and extended until December 1981,[1] and with further reference to the Textile Agreement between the Republic of Haiti and the United States of America, ratified by the two parties on August 27, 1979,[2] I have the honor to request on behalf of the Government of Haiti an increase in the limits of Category 652 to enable firms manufacturing that category of product to work until the end of the second agreement year.

Under the terms of the discussions between representatives of our two governments in Port-au-Prince on July 25 and 26, 1979, Category 652 was allocated a designated consultation level (DCL) of 500,000 dozen, or 8,000,000 square yards equivalent:

Category 652	:	DCL	500,000 dozen
Underwear	:		8,000,000 SSY

For the first agreement year ending April 30, 1980, the level of Haitian exports in this category was 360,000 dozen, i.e., 72% of the quota allocated to said category. For the first seven months of this second agreement year,

His Excellency
Henri J. Kleiman,
Ambassador of the United States of America,
Port-au-Prince.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.
[2] TIAS 9595, 9715; 30 UST; 32 UST.

the aforementioned firms exported 336,000 dozen man-made fiber underwear, representing 67.2% of the quota.

The Department of Commerce and Industry anticipates that this year production by firms exporting an average of 60,000 dozen per month will exceed the 500,000 dozen allocated. Therefore, to prevent the unfortunate consequences which even a temporary halt in production would cause, the Government of Haiti hereby requests the Department of State that Haitian exports in Category 652 be authorized to exceed the level of 500,000 dozen up to 121% of the quota. The Haitian proposal is as follows:

May 1, 1980 to April 30, 1981
Category 652 - DCL
Quota: 610,000 dozen.

I am convinced that in view of the urgency of this situation you will give it your utmost consideration, and I should be grateful, Mr. Ambassador, if you would transmit this request from the Government of Haiti to the Department of State at the earliest possible date.

Accept, Mr. Ambassador, the assurances of my highest consideration.

Jacques Simeon

Jacques B. Simeon
Secretary of State

SIEG:jm

The American Ambassador to the Haitian Secretary of State

No. 38 PORT-AU-PRINCE, *February 5, 1981*

EXCELLENCY:

I refer to Paragraph 7 of the Agreement between the United States of America and the Republic of Haiti relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 17, 1979, as amended ("The Agreement"), and to your letter of December 17, 1980 in which you request on behalf of the Government of Haiti that the consultation level for Category 652, man-made fiber underwear, be increased by 110,000 dozen to a level of 610,000 dozen for the second Agreement year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY L. KIMELMAN
Ambassador

His Excellency
JACQUES SIMEON
Secretary of State
Department of Commerce and Industry
Port-au-Prince

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FINANCE

Consolidation and Rescheduling of Certain Debts

Implementing Agreement
Between the
UNITED STATES OF AMERICA
and TURKEY

Signed at Ankara February 7, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Implementing agreement signed at Ankara
February 7, 1981;
Entered into force February 7, 1981.

IMPLEMENTING AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING
OF CERTAIN DEBTS OWED TO
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated February 7, 1981
between the United States of America and the Republic of Turkey.

Whereas, the United States of America, acting through the Agency for International Development ("A.I.D.") has made certain loans to, or for the benefit of, the Republic of Turkey ("Turkey");

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an understanding reached by the Government of the United States, dated July 23, 1980,[1] on the rescheduling and consolidation of Turkey's debts;

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an agreement regarding the consolidation and rescheduling of certain debts owed to, guaranteed or insured by the United States Government and its Agencies, dated October 24,1980[2] (the "Rescheduling Agreement"); and

Whereas, the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Turkey and the United States and certain United States agencies, including A.I.D.;

Now therefore, the parties hereto agree as follows:

PART I

RESCHEDULED DEBT

Certain debts incurred by Turkey and owing to A.I.D. pursuant to the loan agreements listed in Schedule A attached hereto are hereby rescheduled as provided in this Agreement.

For purposes of this Agreement, "Debt" means the following obligations with respect to loan agreements executed prior to January 1, 1980: the sum of principal and interest payable with respect to loan agreements having an original maturity of more than one year and which were due and unpaid as of June 30, 1980, or which will fall due between July 1, 1980 and June 30, 1981 inclusive;

"Previously Rescheduled Debt" means the sum of principal and interest payable with respect to the implementing agreements between A.I.D. and Turkey signed on December 5, 1978[3] and April 22, 1980,[4] which were due and unpaid as of June 30, 1980 or which will fall due between July 1, 1980 and June 30, 1981 inclusive;

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[1] Not printed.
[2] TIAS 9669; 32 UST.
[3] TIAS 9361; 30 UST 2748.
[4] TIAS 9786; 32 UST.

"Consolidated Debt" means ninety percent (90%) of the dollar amount of the Debt and Previously Rescheduled Debt;

"Non-consolidated Debt" means the remaining ten percent (10%) of the Debt and Previously Rescheduled Debt.

Section 1. Consolidated Debt.

Turkey shall pay to A.I.D. the Consolidated Debt as set forth in Schedule B in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to the Debt which was due and unpaid as of June 30, 1980, and which amounts to $3,312,154.11, shall be repaid in ten (10) equal installments of $331,215.41 payable on July 1 and January 2 each year commencing on July 1, 1985, with the final installment due on January 2, 1990.

(b) The Consclidated Debt relating to the Debt which will fall due between July 1, 1980 and June 30, 1981, and which amounts to $46,252,487.56 shall be repaid in ten (10) equal installments of $4,625,248.75 payable on January 2 and July 1 each year commencing on January 2, 1986, with the final installment due on July 1, 1990.

(c) The Consolidated Debt relating to the Previously Rescheduled Debt which was due and unpaid as of June 30, 1980, and which amounts to $6,439,639.85 shall be repaid in eight (8) equal installments of $804,954.98 payable on July 1 and January 2 each year commencing on July 1, 1984, with the final installment due on January 2, 1988.

(d) The Consolidated Debt relating to the Previously Rescheduled Debt which will fall due between July 1, 1980 and June 30, 1981, and which amounts to $8,884,748.88 shall be repaid in eight (8) equal installments of $1,110,593.67 payable on January 2 and July 1 each year commencing on January 2, 1985, with the final installment due on July 1, 1988.

Turkey shall pay to A.I.D. interest at the rate of 3.31 percent per annum on the outstanding balance of the Consolidated Debt and on any due and unpaid interest thereon. All interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 2 and July 1 of each year commencing on January 2, 1981. Interest on Consolidated Debt described in paragraphs (a) and (b) above shall accrue from the respective due dates specified in each of the Original Contracts and shall continue to accrue until the Consolidated Debt relating to the Debt is repaid in full. Interest on Consolidated Debt described in paragraphs (c) and (d) above shall accrue from the respective due dates specified in the two implementing agreements described in Part I above and shall continue to accrue until the Consolidated Debt relating to the Previously Rescheduled Debt is repaid in full.

Section 2. Non-Consolidated Debt.

Turkey shall pay to A.I.D. the Non-consolidated Debt as set forth in Schedule C in accordance with the following terms and conditions:

(a) The Non-consolidated Debt relating to the Debt which was due and unpaid as

READEX FICHE best copy available

of June 30, 1980, and which amounts to $368,017.12 shall be repaid in five (5) equal installments of $73,603.42 payable on January 2 each year commencing on January 2, 1981, with the final installment due on January 2, 1985.

(b) The Non-consolidated Debt relating to the Debt which falls due between July 1, 1980 and June 30, 1981, and which amounts to $5,139,165.13 shall be repaid in five (5) equal installments of $1,027,833.03 payable on July 1 each year commencing on July 1, 1981, with the final installment due on July 1, 1985.

(c) The Non-consolidated Debt relating to the Previously Rescheduled Debt which was due and unpaid as of June 30, 1980, and which amounts to $715,515.51 shall be repaid in four (4) equal installments of $178,878.88 payable on January 2 each year commencing January 2, 1981, with the final installment due on January 2, 1984.

(d) The Non-consolidated Debt relating to the Previously Rescheduled Debt which falls due between July 1, 1980 and June 30, 1981, and which amounts to $987, 194. 29 shall be repaid in four (4) equal installments of $246,798.57 payable on July 1 each year commencing July 1, 1981, with the final installment due on July 1, 1984.

Turkey shall pay to A.I.D. interest at the rate of 3.31 percent per annum on the outstanding balance of the Non-consolidated Debt and on any due and unpaid interest thereon. All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on January 2 and July 1 each year commencing on January 2, 1981. Interest on Non-consolidated Debt described in paragraphs (a) and (b) above shall accrue from the respective due dates specified in each of the Original Contracts and shall continue to accrue until the Non-consolidated Debt relating to the Debt is repaid in full. Interest on Non-consolidated Debt described in paragraphs (c) and (d) above shall accrue from the respective due dates specified in the two implementing agreements described in Part I above and shall continue to accrue until the Non-consolidated Debt relating to the Previously Rescheduled Debt is repaid in full.

PART II

GENERAL PROVISIONS

Section 1. Other Obligations.

Except as otherwise expressly provided herein, all obligations including payments of debts other than those consolidated and rescheduled hereunder, which become due and payable by Turkey to A.I.D. pursuant to each of the loan agreements shall be paid in accordance with the existing terms of each of such loan agreements. To the extent not modified by this Agreement, the existing terms and conditions of such loan agreements, including events of default and remedies upon default, remain in full force and effect.

Section 2. Adjustment.

The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

Section 3. Application of Payment.

Any payment pursuant to Part I, Section 1, hereof will be applied first to accrued interest on Consolidated Debt and then to repayment of principal of such debt. Any payment pursuant to Part I, Section 2, hereof will be applied first to accrued interest on Non-consolidated Debt and then to repayment of principal of such debt. Subject to the preceding, Turkey shall have the right to prepay without penalty any portion of the Debt due hereunder, provided that Turkey is not otherwise in default on any payment due under the loan agreements listed in Schedule A. Any such prepayment will first be applied to the Non-consolidated Debt and then to Consolidated Debt.

Section 4. Place and Currency of Payment.

Payments hereunder shall be in U.S. dollars and shall be made to the Federal Reserve Bank, New York, for credit to the U.S. Treasury, New York City, for the Agency for International Development (Agency Location Code 72-000-0001).

Section 5. Entry into Force.

This Implementing Agreement shall enter into force upon receipt by Turkey of written notice that domestic United States laws and regulations covering debt rescheduling concerning the Rescheduling Agreement have been complied with.

IN WITNESS WHEREOF, A.I.D. and Turkey, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first above.

FOR THE UNITED STATES OF AMERICA

[1]

Ambassador

FOR THE REPUBLIC OF TURKEY

[2]

for Minister of Finance

[1] James W. Spain.
[2] Tunc Bilget.

SCHEDULE A

TURKEY DEBT RESCHEDULING
AGENCT FOR INTERNATIONAL DEVELOPMENT

LOAN NUMBERS

277-A-020
277-B-001
277-B-002
277-B-003
277-H-033
277-H-035
277-H-036
277-H-042
277-H-043
277-H-044
277-H-048
277-H-049A
277-H-050A
277-H-051
277-H-052
277-H-053
277-H-054
277-H-056
277-H-058
277-H-059
277-H-060
277-H-062
277-H-063
277-H-066
277-H-068
277-H-069
277-H-070
277-H-071
277-H-074
277-H-076
277-H-077
277-H-078
277-H-080
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277-H-087
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277-H-089
277-H-091
277-H-092
277-H-093
277-H-094
277-K-095
277-A-096R
277-A-097R
277-B-098R
277-B-099R
277-H-100R
277-H-101R
277-K-102R
277-K-103R
277-K-104
277-K-105
277-A-106R
277-A-107R
277-B-108R
277-B-109R
277-H-110R
277-H-111R
277-K-112R
277-K-113R

Turkey Debt Rescheduling
Loan Agreements Signed Thru January 1, 1980
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-A-020	10-2-80	$ 2,402,590.68	$ 213,238.21	$ 2,615,828.89	$ 2,162,331.61	$ 191,914.39	$ 2,354,246.00
	4-2-81	2,471,665.17	144,163.72	2,615,828.89	2,224,498.65	129,747.35	2,354,246.00
277-B-001	12-31-80	680,000.00	58,500.00	738,500.00	612,000.00	52,650.00	664,650.00
	6-30-81	680,000.00	50,000.00	730,000.00	612,000.00	45,000.00	657,000.00
277-B-002	12-31-80	822,978.02	72,351.51	895,329.53	740,680.22	65,116.36	805,796.58
	6-30-81	833,265.23	62,064.29	895,329.52	749,938.71	55,857.86	805,796.57
277-B-003	12-31-80	237,669.75	45,146.49	282,816.24	213,902.78	40,631.84	254,534.62
	6-30-81	240,640.62	42,175.62	282,816.24	216,576.56	37,958.06	254,534.62
277-H-033	8-24-80	163,783.08	30,701.83	194,484.91	147,368.77	27,631.65	175,000.42
	2-24-81	169,783.08	30,087.79	193,830.87	147,368.77	27,079.01	174,447.78
277-H-035	9-30-80	400,533.26	70,574.52	471,107.78	360,479.93	63,517.07	423,997.00
	3-30-81	400,533.26	69,072.52	469,605.78	360,479.93	62,165.27	422,645.20
277-H-036	10-16-80	5,147.24	926.50	6,073.74	4,632.52	833.85	5,466 37
	4-16-81	5,147.24	907.20	6,054.44	4,632.52	816.48	5,449.00
277-H-042	9-21-80	44,900.46	8,250.46	53,150.92	40,410.41	7,425.41	47,835.82
	3-21-81	44,900.46	8,082.08	52,982.54	40,410.41	7,273.87	47,684.28
277-H-043	10-25-80	572,009.52	98,270.17	670,279.69	514,808.57	88,443.15	603,251.72
	4-25-81	572,009.52	96,125.13	668,134.65	514,808.57	86,512.62	601,321.19
277-H-044	8-1-80	295,974.87	55,495.29	351,470.16	266,377.38	49,945.76	316,323.14
	2-1-81	295,974.87	54,385.38	350,360.25	266,377.38	48,946.84	315,324.22
277-H-048	12-12-80	951,106.65	579,596.93	1,530,703.58	855,995.99	521,637.24	1,377,633.23
	6-12-81	960,617.71	570,085.87	1,530,703.58	864,555.95	513,077.28	1,377,633.23
277-H-048A	12-1-80	65,754.18	43,468.65	109,222.83	59,178.76	39,121.79	98,300.55
	6-1-81	66,811.72	42,411.11	109,222.83	59,770.55	38,530.00	98,300.55
277-H-050	12-30-80	33,408.70	21,536.31	54,945.01	30,067.83	19,382.68	49,450.51
	6-30-81	33,742.79	21,202.22	54,945.01	30,368.51	19,082.00	49,450.51
277-H-051	10-27-80	11,981.22	8,119.54	20,100.76	10,783.10	7,307.59	18,090.69
	4-27-81	12,101.03	7,999.73	20,100.76	10,890.93	7,199.76	18,090.69
277-H-052	7-28-80	4,091.91	2,773.05	6,864.96	3,682.72	2,495.75	6,178.47
	1-28-81	4,132.83	2,732.13	6,864.96	3,719.55	2,458.92	6,178.47
277-H-053	11-22-80	201,891.69	133,466.19	335,357.88	181,702.52	120,119.57	301,822.09
	5-22-81	203,910.61	131,447.27	335,357.88	183,519.55	118,302.54	301,822.09
Page Totals		$13,882,577.37	$2,775,757.71	$16,658,335.08	$12,494,319.65	$2,498,181.96	$ 14,992,501.61

SCHEDULE B-1 (1)

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TIAS 10691

SCHEDULE B-1 (2)

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Consolidated Total
277-H-058	12-30-80	$ 86,516.50	$ 29,918.38	$ 76,838.88	$ 81,868.85	$ 26,926.54	$ 68,794.39
	6-30-81	86,981.67	29,853.21	76,838.88	82,283.50	26,507.89	68,791.39
277-H-056	11-23-80	58,298.10	87,314.72	101,612.82	48,864.29	82,583.25	91,451.54
	5-23-81	58,976.83	86,635.99	101,612.83	49,479.15	81,972.40	91,451.55
277-H-058	10-07-80	1,005,234.30	855,582.89	1,860,817.19	904,710.87	770,024.60	1,674,735.47
	4-7-81	1,017,799.73	843,017.46	1,860,817.19	916,019.76	758,715.71	1,674,735.47
277-H-059	11-3-80	29,719.43	27,679.53	57,393.96	26,742.99	24,911.58	51,654.57
	5-3-81	30,085.86	27,308.10	57,393.96	27,077.27	24,577.29	51,654.56
277-H-060	9-28-80	54,872.13	52,448.58	107,320.71	49,384.92	47,203.72	96,588.64
	3-28-81	55,558.03	51,762.68	107,320.71	50,002.23	46,586.41	96,588.64
277-H-062	7-28-80	30,934.98	28,812.35	59,747.29	27,832.45	25,931.12	53,763.57
	1-28-81	31,311.50	28,435.79	59,747.29	28,180.35	25,583.21	53,763.56
277-H-063	9-22-80	373,056.49	356,579.63	729,636.12	335,750.68	320,921.67	656,672.51
	3-22-81	377,719.70	351,916.42	729,636.12	339,947.73	316,724.78	656,672.51
277-H-066	7-6-80	862,515.95	776,789.89	1,639,305.84	767,264.16	699,110.58	1,466,374.90
	1-6-81	863,172.80	776,133.04	1,639,305.84	776,855.16	689,519.74	1,466,374.90
277-H-068	10-23-80	23,566.33	20,873.63	44,439.96	21,209.70	22,386.27	43,595.97
	4-23-81	23,860.91	20,579.05	44,439.96	21,474.82	22,121.15	43,595.97
277-H-069	8-7-80	182,127.17	139,321.04	281,448.21	127,914.45	125,388.94	253,303.39
	2-7-81	183,903.76	137,544.45	281,448.21	129,513.38	123,790.01	253,303.39
277-H-070	12-18-80	318,873.80	304,664.71	623,538.51	286,386.42	277,798.24	561,184.66
	6-18-81	318,809.72	304,728.79	623,538.51	286,928.75	278,255.91	561,184.66
277-H-071	9-19-80	176,881.10	173,319.24	350,160.34	159,156.99	155,987.32	315,144.31
	3-19-81	179,051.62	171,108.73	350,160.35	161,146.86	153,997.86	315,144.32
277-H-078	11-8-80	782,275.59	741,617.77	1,523,893.36	704,012.03	667,855.99	1,371,868.02
	5-8-81	792,013.53	731,879.83	1,523,893.36	712,812.18	658,665.85	1,371,868.03
277-H-076	9-12-80	380,588.02	359,839.37	699,987.39	306,493.22	323,895.43	629,988.65
	3-12-81	388,808.88	355,182.51	699,897.39	310,324.39	319,664.26	629,988.65
277-H-077	9-26-80	23,008.33	23,782.02	46,790.35	20,743.50	21,367.82	42,111.32
	3-26-81	23,336.84	23,453.91	46,790.35	21,002.80	21,108.52	42,111.32
277-H-078	9-16-80	184,959.26	131,906.38	315,865.60	166,013.33	118,265.71	284,279.04
	3-16-81	184,959.26	129,100.60	313,559.86	166,013.33	116,190.54	282,203.87
Page Totals		$8,922,678.28	$8,099,700.26	$17,022,378.54	$8,030,810.47	$7,289,730.27	$15,320,140.74

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-H-080	11-22-80	$ 88,518.23	$ 89,285.32	$ 93,799.55	$ 80,062.81	$ 88,356.79	$ 88,419.60
	5-22-81	85,070.65	88,728.90	93,799.55	80,563.59	83,856.01	88,419.60
277-H-081	12-10-80	27,185.69	27,322.56	54,508.25	24,467.12	24,590.30	49,057.42
	6-10-81	27,525.52	26,982.73	54,508.25	24,772.97	24,284.46	49,057.43
277-H-082	7-17-80	38,239.58	40,286.19	78,525.77	34,415.62	36,257.57	70,673.19
	1-17-80	38,717.57	39,808.19	78,525.76	34,845.81	35,827.37	70,673.18
277-H-083	7-9-80	49,636.08	53,661.86	103,297.94	44,672.47	48,295.67	92,968.14
	1-9-80	50,256.53	53,041.41	103,297.94	45,230.88	47,737.27	92,968.15
277-H-084	12-16-80	85,249.70	89,978.80	175,228.50	76,724.73	80,980.92	157,705.65
	6-16-81	86,315.33	88,913.17	175,228.50	77,683.80	80,021.85	157,705.65
277-H-085	7-5-80	458,088.40	471,871.43	929,955.83	412,275.96	424,684.29	836,960.25
	1-5-81	463,810.45	466,145.38	929,955.83	417,429.41	419,530.84	836,960.25
277-H-086	11-17-80	30,531.19	32,824.49	63,355.68	27,478.07	29,542.04	57,020.11
	5-17-80	30,912.83	32,442.85	63,355.68	27,821.55	29,198.57	57,020.12
277-H-087	7-6-80	-0-	49,827.32	49,827.32	-0-	44,844.59	44,844.59
	1-6-81	55,073.07	49,827.32	104,900.39	49,565.76	44,844.59	94,410.35
277-H-088	7-19-80	197,128.29	187,228.28	384,356.57	177,415.46	132,505.45	309,920.91
	1-19-81	197,128.29	184,764.18	381,892.47	177,415.46	130,287.76	307,703.22
277-H-089	7-11-80	405,113.31	568,985.61	974,098.92	364,601.98	512,087.05	876,689.03
	1-11-81	411,190.01	562,908.91	974,098.92	370,071.01	506,618.02	876,689.03
277-H-091	10-19-80	586,219.98	578,352.15	1,164,572.13	527,597.98	520,516.94	1,048,114.92
	4-19-80	595,013.28	858,734.92	1,453,748.20	535,511.95	772,861.43	1,308,373.38
277-H-092	8-28-80	-0-	241,813.25	241,813.25	-0-	217,631.93	217,631.93
	2-28-81	-0-	241,813.25	241,813.25	-0-	217,631.93	217,631.93
277-H-093	11-18-80	-0-	400,000.00	400,000.00	-0-	360,000.00	360,000.00
	5-18-81	-0-	400,000.00	400,000.00	-0-	360,000.00	360,000.00
277-H-094	7-2-80	-0-	89,716.02	89,716.02	-0-	80,744.42	80,744.42
	1-2-81	-0-	89,716.02	89,716.02	-0-	80,744.42	80,744.42
277-K-095	9-28-80	137,551.74	91,469.55	229,021.29	123,796.57	82,322.60	206,119.17
	3-28-81	138,927.25	90,094.04	229,021.29	125,034.53	81,084.64	206,119.17
277-K-104	7-5-80	-0-	2,192,500.00	2,192,500.00	-0-	1,973,250.00	1,973,250.00
	1-5-81	-0-	2,192,500.00	2,192,500.00	-0-	1,973,250.00	1,973,250.00
277-K-105	11-08-80	-0-	1,500,000.00	1,500,000.00	-0-	1,350,000.00	1,350,000.00
	5-8-81	-0-	1,500,000.00	1,500,000.00	-0-	1,350,000.00	1,350,000.00
Page Totals		$ 8,199,398.97	$13,511,548.10	$ 17,710,939.07	$ 3,779,455.49	$ 12,160,389.72	$ 15,939,845.21
	GRAND TOTAL	$27,008,650.62	$24,387,002.07	$ 51,391,652.69	$ 24,304,185.61	$ 21,948,301.95	$ 46,252,487.56

TIAS 10091

Turkey Debt Rescheduling
Previously Rescheduled Debt - 'B' Loans
Delinquent June 30, 1980

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-A-096R	6-30-80	$ -0-	$ 120,328.13	$ 120,328.13	$ -0-	$ 108,295.32	$ 108,295.32
277-A-097R	6-30-80	261,582.89	3,379.07	264,961.96	235,424.60	3,041.16	238,465.76
277-B-098R	6-30-80	-0-	58,519.37	58,519.37	-0-	52,667.43	52,667.43
277-B-099R	6-30-80	292,596.87	1,625.54	294,222.41	263,337.18	1,462.99	264,800.17
277-H-100R	12-30-79	-0-	187,769.65	187,769.65	-0-	168,992.69	168,992.69
	6-30-80	-0-	317,304.03	317,304.03	-0-	285,573.63	285,573.63
277-H-101R	12-30-79	1,762,763.59	60,021.22	1,822,784.81	1,586,487.23	54,019.10	1,640,506.33
	6-30-80	1,762,763.59	39,663.18	1,802,426.77	1,586,487.23	35,696.86	1,622,184.09
277-K-102R	6-30-80	-0-	3,664.38	3,664.38	-0-	3,297.91	3,297.91
277-K-103R	6-30-80	22,902.13	102.90	23,005.03	20,611.92	92.61	20,704.53
277-A-106R	1-1-80	-0-	31,874.59	31,874.59	-0-	28,687.13	28,687.13
277-A-107R	4-1-80	261,582.88	11,188.04	272,770.92	235,424.59	10,069.24	245,493.83
277-B-108R	1-1-80	-0-	228.03	228.03	-0-	205.23	205.23
277-B-109R	4-1-80	192,839.58	1,851.15	194,690.73	173,555.62	1,666.04	175,221.66
277-H-110R	1-1-80	-0-	82,582.61	82,582.61	-0-	74,324.35	74,324.35
277-H-111R	4-1-80	1,620,982.35	32,710.70	1,653,693.05	1,458,884.12	29,439.63	1,488,323.75
277-K-112R	1-1-80	-0-	1,056.00	1,056.00	-0-	950.40	950.40
277-K-113R	4-1-80	22,902.12	370.81	23,272.93	20,611.91	333.73	20,945.64
	GRAND TOTAL	$6,200,916.00	$954,239.36	$7,155,155.36	$5,580,824.80	$858,815.45	$6,439,639.85

Turkey Debt Rescheduling
Previously Rescheduled Debt - 'A' Loans
Due 7-1-80 thru 6-30-81

Loan No.	Date Due	Principal	Interest	Total	Consolidated Prin. 90%	Consolidated Interest 90%	Total Consolidated
277-A-096R	12-30-80	$ -0-	$ 120,328.13	$ 120,328.13	$ -0-	$ 108,295.32	$ 108,295.36
	6-30-81	418,532.62	120,328.13	538,860.75	376,679.36	108,295.32	484,978.68
277-B-098R	12-30-80	-0-	58,519.37	58,519.37	-0-	52,667.43	52,667.43
	6-30-81	468,154.98	58,519.37	526,674.35	421,339.48	52,667.43	474,006.91
277-H-100R	12-30-80	-0-	317,304.03	317,304.03	-0-	285,573.63	285,573.63
	6-30-81	2,820,480.29	317,304.03	3,137,784.32	2,538,432.26	285,573.63	2,824,005.89
277-A-102R	12-30-80	-0-	3,664.34	3,664.34	-0-	3,297.91	3,297.91
	6-30-81	36,643.41	3,664.34	40,307.75	32,979.07	3,297.91	36,276.98
277-A-106R	7-1-80	-0-	94,888.71	94,888.71	-0-	85,003.84	85,003.84
	1-1-81	-0-	127,848.63	127,848.63	-0-	115,063.77	115,063.77
277-A-107R	10-01-80	261,582.88	7,520.50	269,103.38	235,424.59	6,768.45	242,193.04
	4-1-81	261,582.90	7,520.51	269,103.41	235,424.61	6,768.45	242,193.06
277-B-108R	7-1-80	-0-	20,750.98	20,750.98	-0-	18,675.88	18,675.88
	1-1-81	-0-	40,978.41	40,978.41	-0-	36,880.57	36,880.57
277-B-109R	110/01/80	192,839.58	3,056.26	195,895.84	173,555.62	2,750.63	176,306.25
	4-1-81	192,839.58	2,410.49	195,250.07	173,555.62	2,169.44	175,725.06
277-H-110R	7-1-80	-0-	244,290.04	244,290.04	-0-	219,861.04	219,861.04
	1-1-81	-0-	321,035.55	321,035.55	-0-	288,932.00	288,932.00
277-H-111R	4-1-80	1,620,982.35	35,558.65	1,656,541.00	1,458,884.12	32,002.79	1,490,886.91
	10-1-80	1,620,982.33	18,888.44	1,639,866.77	1,458,884.10	16,996.00	1,475,880.10
277-A-112R	7-1-080	-0-	3,002.68	3,002.68	-0-	2,702.41	2,702.41
	1-1-81	-0-	3,893.36	3,893.36	-0-	3,504.02	3,504.02
277-A-113R	10-1-80	22,902.12	458.04	23,360.16	20,611.91	412.24	21,024.15
	4-1-80	22,902.12	229.02	23,131.14	20,611.91	206.12	20,818.03
	GRAND TOTAL	$7,940,425.16	$1,931,518.01	$9,871,943.17	$7,146,382.65	$1,738,366.23	$ 8,884,748.88

1000 SVIL

SCHEDULE B-4 (1)

Turkey Debt Rescheduling
Delinquent 6-30-80 - Not Previously Rescheduled

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Consolidated Total
277-K-104	1-5-80	$ -0-	$ 2,192,500.00	$ 2,192,500.00	$ -0-	1,973,250.00	$ 1,973,250.
277-K-105	5-8-80	-0-	1,487,671.23	1,487,671.23	-0-	1,338,904.11	1,338,904.11
PAGE TOTALS		-0-	3,680,171.23	3,680,171.23	-0-	3,312,154.11	3,312,154.11
GRAND TOTAL ALL LOANS		$ 31,145,991.75	$ 30,952,930.67	$ 72,098,922.85	$ 37,031,392.66	$ 27,857,637.74	$ 64,889,030.40

TIAS 10901

SCHEDULE C-1 (1)

Turkey Debt Rescheduling

Loan Agreements Signed Thru January 1, 1980
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-A-020	10-2-80	$2,802,590.68	$ 213,238.21	$ 2,615,828.89	$ 280,259.07	$ 21,323.82	$ 261,582.89
	4-2-81	2,471,665.17	188,163.72	2,615,828.89	247,166.52	14,416.37	261,582.89
277-B-001	12-31-80	680,000.00	58,500.00	738,500.00	68,000.00	5,850.00	73,850.00
	6-30-81	680,000.00	50,000.00	730,000.00	68,000.00	5,000.00	73,000.00
277-B-002	12-31-80	822,978.02	72,351.51	895,329.53	82,297.80	7,235.15	89,532.95
	6-30-81	833,265.23	62,064.29	895,329.52	83,326.52	6,206.43	89,532.95
277-B-003	12-31-80	237,669.75	45,146.89	282,816.24	23,766.97	4,514.65	28,281.62
	6-30-81	280,640.62	42,175.62	282,816.24	28,064.06	4,217.56	28,281.62
277-H-033	8-24-80	163,743.08	30,701.83	194,444.91	16,374.31	3,070.18	19,444.49
	2-24-81	163,743.08	30,087.79	193,830.87	16,374.31	3,008.78	19,383.09
277-H-035	9-30-80	400,533.26	70,574.52	471,107.78	40,053.33	7,057.45	47,110.78
	3-30-81	400,533.26	69,072.52	469,605.78	40,053.33	6,907.25	46,960.58
277-H-036	10-16-80	5,147.28	926.50	6,073.78	514.72	92.65	607.37
	4-16-81	5,147.28	907.20	6,054.48	514.72	90.72	605.44
277-H-042	9-21-80	44,900.46	8,250.46	53,150.92	4,490.05	825.05	5,315.10
	3-21-81	44,900.46	8,082.08	52,982.54	4,490.05	808.21	5,298.26
277-H-043	10-25-80	572,009.52	98,270.17	670,279.69	57,200.95	9,827.02	67,027.97
	4-25-81	572,009.52	96,125.13	668,134.65	57,200.95	9,612.51	66,813.46
277-H-044	8-1-80	295,974.87	55,895.29	351,870.16	29,597.49	5,589.53	35,187.02
	2-1-81	295,974.87	54,385.38	350,360.25	29,597.49	5,438.54	35,036.03
277-H-048	12-12-80	951,106.65	579,596.93	1,530,703.58	95,110.66	57,959.69	153,070.35
	6-12-81	960,617.71	570,085.87	1,530,703.58	96,061.76	57,008.59	153,070.35
277-H-049A	12-1-80	65,758.18	43,468.65	109,222.83	6,575.82	4,346.86	10,922.28
	6-1-81	66,411.72	42,811.11	109,222.83	6,641.17	4,281.11	10,922.28
277-H-050A	12-30-80	33,408.70	21,536.31	54,945.01	3,340.87	2,153.63	5,494.50
	6-30-81	33,742.79	21,202.22	54,945.01	3,374.28	2,120.22	5,494.50
277-H-051	10-27-80	11,981.22	8,119.54	20,100.76	1,198.12	811.95	2,010.07
	4-27-81	12,101.03	7,999.73	20,100.76	1,210.10	799.97	2,010.07
277-H-052	7-28-80	8,091.91	2,773.05	6,864.96	809.19	277.30	686.49
	1-28-81	8,132.83	2,732.13	6,864.96	813.28	273.21	686.49
277-H-053	11-22-80	201,891.69	133,466.19	335,357.88	20,189.17	13,346.62	33,535.79
	5-22-81	203,910.61	131,447.27	335,357.88	20,391.06	13,144.73	33,535.79
Page Totals		$13,882,577.37	$2,775,757.71	$16,658,335.08	$1,388,257.72	$277,575.75	$1,665,831.47

TLN:jmh1

SCHEDULE C-1 (2)

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-H-054	12-30-80	$ 46,516.50	$ 29,918.38	$ 76,434.88	$ 4,651.65	$ 2,991.84	$ 7,643.49
	5-30-81	46,981.67	29,853.21	76,834.88	4,698.17	2,945.32	7,643.49
277-H-056	11-23-80	54,298.10	47,314.72	101,612.82	5,429.81	4,731.47	10,161.28
	5-23-81	54,976.83	46,636.00	101,612.83	5,497.68	4,663.60	10,161.28
277-H-058	10-7-80	1,005,234.30	855,582.89	1,860,817.19	100,523.43	85,558.29	186,081.72
	4-7-81	1,017,799.73	843,017.46	1,860,817.19	101,779.97	84,301.75	186,081.72
277-H-059	11-3-80	29,718.43	27,679.53	57,393.96	2,971.84	2,767.95	5,739.39
	5-3-81	30,085.86	27,308.10	57,393.96	3,008.59	2,730.81	5,739.40
277-H-060	9-24-80	54,872.13	52,448.58	107,320.71	5,487.21	5,244.86	10,732.07
	3-24-81	55,558.03	51,762.68	107,320.71	5,555.80	5,176.27	10,732.07
277-H-062	7-28-80	30,924.94	28,812.35	59,737.29	3,092.49	2,881.23	5,973.72
	1-28-81	31,311.50	28,425.79	59,737.29	3,131.15	2,842.58	5,973.73
277-H-063	9-22-80	373,056.49	356,579.63	729,636.12	37,305.65	35,657.96	72,963.61
	3-22-81	377,719.70	351,916.42	729,636.12	37,771.97	35,191.64	72,963.61
277-H-066	7-6-80	852,515.95	776,789.49	1,629,305.44	85,251.59	77,678.95	162,930.54
	1-6-81	863,172.40	766,133.04	1,629,305.44	86,317.24	76,613.30	162,930.54
277-H-068	10-23-80	23,566.33	24,873.63	48,439.96	2,356.63	2,487.36	4,843.99
	4-23-81	23,860.91	24,579.05	48,439.96	2,386.09	2,457.90	4,843.99
277-H-069	8-7-80	142,127.17	139,321.04	281,448.21	14,212.72	13,932.10	28,144.82
	2-7-81	143,993.76	137,548.95	281,448.21	14,390.38	13,754.44	28,144.82
277-H-070	12-18-80	314,873.80	308,664.71	623,538.51	31,487.38	30,866.47	62,353.85
	6-18-81	318,809.72	304,728.79	623,538.51	31,880.97	30,472.88	62,353.85
277-H-071	9-19-80	176,841.10	173,319.24	350,160.34	17,684.11	17,331.92	35,016.03
	3-19-81	179,051.62	171,108.73	350,160.35	17,905.16	17,110.87	35,016.03
277-H-074	11-8-80	782,235.59	741,617.77	1,523,853.36	78,223.56	74,161.78	152,385.34
	5-8-81	792,013.53	731,839.83	1,523,853.36	79,201.35	73,183.98	152,385.33
277-H-076	9-12-80	340,548.02	359,439.37	699,987.39	34,054.80	35,943.94	69,998.74
	3-12-81	348,804.88	355,182.51	699,987.39	34,880.49	35,518.25	69,998.74
277-H-077	9-26-80	23,048.33	23,742.02	46,790.35	2,304.83	2,374.20	4,679.03
	3-26-81	23,336.44	23,453.91	46,790.35	2,333.64	2,345.39	4,679.03
277-H-078	9-16-80	184,959.26	131,906.34	315,865.60	18,495.93	13,190.63	31,686.56
	3-16-81	184,959.26	129,100.60	313,559.86	18,495.93	12,910.06	31,355.99
Page Totals		$8,922,678.28	$8,099,700.26	$17,022,378.54	$892,267.81	$809,969.99	$1,702,237.80

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-H-080	11-22-80	$ 44,513.23	$ 49,285.32	$ 93,799.55	$ 4,451.32	$ 4,928.53	$ 9,379.95
	5-22-81	45,070.65	48,728.90	93,799.55	4,507.06	4,872.89	9,379.95
277-H-081	12-10-80	27,185.69	27,322.56	54,508.25	2,718.57	2,732.26	5,450.83
	6-10-81	27,525.52	26,982.73	54,508.25	2,752.55	2,698.27	5,450.82
277-H-082	7-17-80	38,239.58	40,286.19	78,525.77	3,823.96	4,028.62	7,852.58
	1-17-80	38,717.57	39,808.19	78,525.76	3,871.76	3,980.82	7,852.58
277-H-083	7-9-80	49,636.08	53,661.86	103,297.94	4,963.61	5,366.19	10,329.80
	1-9-80	50,256.53	53,041.41	103,297.94	5,025.65	5,304.14	10,329.79
277-H-084	12-16-80	85,249.70	89,978.80	175,228.50	8,524.97	8,997.88	17,522.85
	6-16-81	86,315.33	88,913.17	175,228.50	8,631.53	8,891.32	17,522.85
277-H-085	7-5-80	458,088.40	471,871.43	929,955.83	45,808.84	47,187.14	92,995.58
	1-5-81	463,810.45	466,145.38	929,955.83	46,381.04	46,618.54	92,995.58
277-H-086	11-17-80	30,531.19	32,824.49	63,355.68	3,053.12	3,282.45	6,335.57
	5-17-80	30,912.83	32,442.85	63,355.68	3,091.28	3,244.28	6,335.56
277-H-087	7-6-80	-0-	49,827.32	49,827.32	-0-	4,982.73	4,982.73
	1-6-81	55,073.07	49,827.32	104,900.39	5,507.31	4,982.23	10,490.04
277-H-088	7-19-80	197,128.29	147,228.28	344,356.57	19,712.83	14,722.83	34,435.66
	1-19-81	197,128.29	144,764.18	341,892.47	19,712.83	14,476.42	34,189.25
277-H-089	7-11-80	405,113.31	568,985.61	974,098.92	40,511.33	56,898.56	97,409.89
	1-11-81	411,190.01	562,908.91	974,098.92	41,119.00	56,290.89	97,409.89
277-H-091	10-19-80	586,219.98	578,352.15	1,164,572.13	58,622.00	57,835.21	116,457.21
	4-19-80	595,013.28	858,734.92	1,453,748.20	59,501.33	85,873.49	145,374.82
277-H-092	8-28-80	-0-	241,813.25	241,813.25	-0-	24,181.32	24,181.32
	2-28-81	-0-	241,813.25	241,813.25	-0-	24,181.32	24,181.32
277-H-093	11-18-80	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
	5-18-81	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
277-H-094	7-2-80	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
	1-2-81	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
277-K-095	9-24-80	137,551.74	91,469.55	229,021.29	13,755.17	9,146.95	22,902.12
	3-24-81	138,927.25	90,094.04	229,021.29	13,892.72	9,009.40	22,902.12
277-K-104	7-5-80	-0-	2,192,500.00	2,192,500.00	-0-	219,250.00	219,250.00
	1-5-81	-0-	2,192,500.00	2,192,500.00	-0-	219,250.00	219,250.00
277-K-105	11-8-80	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
	5-8-81	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
Page Totals		$19,199,398.97	$13,511,548.10	$17,710,939.07	$919,939.48	$1,351,158.38	$1,771,093.86
GRAND TOTAL		$27,004,650.62	$24,387,002.07	$51,391,652.69	$2,700,465.01	$2,438,700.12	$ 5,139,165.13

TIAS 10081

Turkey Debt Rescheduling
Previously Rescheduled - 'R' Loans
Delinquent June 30, 1980

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Total Non-Consolidated
277-A-096R	6-30-80	$ -0-	$120,328.13	$ 120,328.13	$ -0-	$12,032.81	$ 12,032.81
277-A-097R	6-30-80	261,582.89	3,379.07	264,961.96	26,158.29	337.91	26,496.20
277-B-098R	6-30-80	-0-	58,519.37	58,519.37	-0-	5,851.94	5,851.94
277-B-099R	6-30-80	292,596.87	1,625.58	294,222.81	29,259.69	162.55	29,422.24
277-H-100R	12-30-79	-0-	187,769.65	187,769.65	-0-	18,776.96	18,776.96
	6-30-80	-0-	317,309.03	317,309.03	-0-	31,730.40	31,730.40
277-H-101R	12-30-79	1,762,763.59	60,021.22	1,822,784.81	176,276.36	6,002.12	182,278.48
	6-30-80	1,762,763.59	39,663.18	1,802,426.77	176,276.36	3,966.32	180,242.68
277-B-102R	6-30-80	-0-	3,664.34	3,664.34	-0-	366.43	366.43
277-B-103R	6-30-80	22,902.13	102.90	23,005.03	2,290.21	10.29	2,300.50
277-A-106R	1-1-80	-0-	31,874.59	31,874.59	-0-	3,187.46	3,187.46
277-A-107R	8-1-80	261,582.88	11,188.04	272,770.92	26,158.29	1,118.80	27,277.09
277-B-108R	1-1-80	-0-	228.03	228.03	-0-	22.80	22.80
277-B-109R	8-1-80	192,839.58	1,851.15	194,690.73	19,283.96	185.11	19,469.07
277-H-110R	1-1-80	-0-	82,582.61	-0-	-0-	8,258.26	8,258.26
277-H-111R	8-1-80	1,620,982.35	32,710.70	1,653,693.05	162,098.23	3,271.07	165,369.30
277A-112R	1-1-80	-0-	1,056.00	1,056.00	-0-	105.60	105.60
277-B-113R	8-1-80	22,902.12	370.81	23,272.93	2,290.21	37.08	2,327.29
	GRAND TOTAL	$6,200,916.00	$ 954,239.36	$7,155,155.36	$620,091.60	$95,423.91	$715,515.51

Turkey Debt Rescheduling
Previously Rescheduled 'R' Loans
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Total Non-Consolidated
277-A-096R	12-30-80	$ -0-	$ 120,328.13	$ 120,328.13	$ -0-	$ 12,032.81	$ 12,032.81
	6-30-81	418,532.62	120,328.13	538,860.75	41,853.26	12,032.81	53,886.07
277-B-098R	12-30-80	-0-	58,519.37	58,519.37	-0-	5,851.94	5,851.94
	6-30-81	468,154.98	58,519.37	526,674.35	46,815.50	5,851.94	52,667.44
277-H-100R	12-30-80	-0-	317,304.03	317,304.03	-0-	31,730.40	31,730.40
	6-30-81	2,820,480.29	317,304.03	3,137,784.32	282,048.03	31,730.40	313,778.43
277-R-102R	12-30-80	-0-	3,664.38	3,664.38	-0-	366.43	366.43
	6-30-81	36,643.41	3,664.38	40,307.75	3,664.38	366.43	4,030.77
277-A-106R	7-1-80	-0-	94,448.71	94,448.71	-0-	9,444.87	9,444.87
	1-1-81	-0-	127,848.63	127,848.63	-0-	12,784.86	12,784.86
277-A-107R	10-1-80	261,582.88	7,520.50	269,103.38	26,158.29	752.05	26,910.34
	4-1-81	261,580.90	7,520.51	269,103.41	26,158.29	752.06	26,910.35
277-B-109R	7-1-80	-0-	20,750.98	20,750.98	-0-	2,075.10	2,075.10
	1-1-81	-0-	40,978.41	40,978.41	-0-	4,097.84	4,097.84
277-B-109R	10-1-80	192,839.58	3,056.26	195,895.84	19,283.96	305.63	19,589.59
	4-1-81	192,839.58	2,810.49	195,250.07	19,283.96	241.05	19,525.01
277-H-110R	7-1-80	-0-	244,290.04	244,290.04	-0-	24,429.00	24,429.00
	1-1-81	-0-	321,035.55	321,035.55	-0-	32,103.55	32,103.55
277-H-111R	4-1-80	1,620,982.35	35,558.65	1,656,541.00	162,098.23	3,555.86	165,654.09
	10-1-80	1,620,982.33	18,884.44	1,639,866.77	162,098.23	1,888.44	163,986.67
277-R-112R	7-1-80	-0-	3,002.68	3,002.68	-0-	309.27	300.27
	1-1-81	-0-	3,893.36	3,893.36	-0-	389.34	389.34
277-R-113R	10-1-80	22,902.12	458.04	23,360.16	2,290.21	45.80	2,336.01
	4-1-80	22,902.12	229.02	23,131.14	2,290.21	22.90	2,313.11
	GRAND TOTAL	$7,980,825.16	$1,931,518.01	$9,871,983.17	$798,082.51	$193,151.78	$987,194.29

TLAS 1009

SCHEDULE C-4 (1)

Turkey Debt Rescheduling
Delinquent 6-30-80 - Not Previously Rescheduled

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total 10%
277-K-108	1-5-80	$ -0-	$ 2,192,500.00	$ 2,192,000.00	$ -0-	$ 219,250.00	$ 219,250.00
277-K-105	5-8-80	-0-	1,487,671.23	1,487,671.23	-0-	148,767.12	148,767.12
PAGE TOTALS		-0-	3,680,171.23	3,680,171.23	-0-	368,017.12	368,017.12
GRAND TOTAL ALL LOANS		$41,145,991.78	$30,952,930.67	$72,098,922.45	$4,114,599.12	$3,095,292.93	$7,209,892.05

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PEACE CORPS

Agreement Between the
UNITED STATES OF AMERICA
and MONTSERRAT

Effected by Exchange of Letters
Signed at Bridgetown and Plymouth
January 13 and February 9, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MONTSERRAT

Peace Corps

Agreement effected by exchange of letters
Signed at Bridgetown and Plymouth January 13 and February 9, 1981;
Entered into force February 9, 1981.

The American Ambassador to the Governor of Montserrat

EMBASSY OF THE
UNITED STATES OF AMERICA
BRIDGETOWN, BARBADOS

January 13, 1981

His Excellency Mr. David Kenneth Hay Dale, CBE
Governor of Montserrat
Government House
Plymouth
MONTSERRAT

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to Montserrat of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government will live and work for periods of time in Montserrat. This document supercedes the agreement dated April 3, 1968.[1]

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Montserrat and approved by the Government of the United States to perform mutually agreed tasks in Montserrat. The volunteers will work under the immediate supervision of governmental or private organizations in Montserrat designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of Montserrat will bear such share of the costs of the Peace Corps program incurred in Montserrat as our two governments agree should be contributed by it.

2. The Government of Montserrat will accord equitable treatment to the volunteers and their property, afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Montserrat; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Montserrat will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Montserrat, from all customs duties or other charges on their personal property introduced into Montserrat for their own use at or about the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees, duties and taxes or other charges included in the prices of equipment, supplies and services.

[1] Exchange of notes Apr. 3 and May 16, 1968. TIAS 6493; 19 UST 4889.

3. Fees charged to Peace Corps volunteers for laboratory, pharmacy, radiology, dental, and surgical services and other health services shall not exceed those scheduled for the citizens of Montserrat.

4. The Government of the United States and the Government of Montserrat will provide the volunteers with such limited quantities of equipment and supplies as our two governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of Montserrat will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Montserrat by the Government of the United States or any contractor financed by it, for use hereunder.

5. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Montserrat will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Montserrat. The Government of Montserrat will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Montserrat, and from all other taxes or other charges (including immigration fees and airport taxes) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Montserrat will exempt the Peace Corps representative and his staff from payment of customs duties or other charges on personal property introduced into Montserrat for their own use within three months of their arrival. The Government of Montserrat will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personnel property introduced into Montserrat for their own use as is accorded volunteers hereunder.

6. The Government of Montserrat will exempt from investment and deposit requirements and currency controls all funds introduced into Montserrat for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Montserrat at the highest rate which is not unlawful in Montserrat.

7. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Montserrat as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

Sally A. Shelton
AMERICAN AMBASSADOR

The Governor of Montserrat to the American Ambassador

OUR REF: A.5/21 GOVERNMENT HOUSE,

YOUR REF: MONTSERRAT, W.I.

9th February, 1981.

Her Excellency, Miss S. Shelton,
Embassy of the United States of America,
Bridgetown,
Barbados.

Excellency,

I have the honour to refer to your Note of 13th January, 1981 concerning the understandings between our Governments with respect to the assignment to Montserrat of the men and women of the United States of America who volunteer to serve the Peace Corps and who, at the request of this Government live and work for periods of time in Montserrat.

2. My Government advises me that the content of your Note under reference should constitute an agreement between our two Governments. I concur with this advice and confirm that this Agreement, now entered into by our exchange of Notes, shall remain in force from the date of this Note until ninety days after the date of the written notification from either Government to the other of the intention to terminate it.

I have the Honour to be, with
the highest consideration,
Your Excellency's obedient Servant.

(D.K.E. DALE)
Governor.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—80-660

10093

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10093

PEACE CORPS

Agreement Between the UNITED STATES OF AMERICA and the COOK ISLANDS

Effected by Exchange of Notes
Signed at Wellington and Rarotonga
April 28, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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COOK ISLANDS

Peace Corps

Agreement effected by exchange of notes
Signed at Wellington and Rarotonga April 28, 1981;
Entered into force April 28, 1981.

The American Ambassador to the Premier of the Cook Islands

EMBASSY OF THE
UNITED STATES OF AMERICA

Wellington, April 28, 1981

No: 65

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Cook Islands.

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Cook Islands and approved by the Government of the United States to perform mutually agreed tasks.

The Hon. Sir Thomas Davis
Premier of the Cook Islands
Rarotonga

(b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the islands jointly designated by our two Governments.

(c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Cook Islands Shall:

(a) bear such share of the costs of the Peace Corps program incurred in the Cook Islands as the Government of the United States and the Government of the Cook Islands may agree should be contributed by it;

(b) accord equitable treatment to the Volunteers and their property;

(c) afford the Volunteers full aid and protection, including treatment no less favorable than that accorded

generally to other nationals of the United States residing in the islands;

(d) fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) exempt the Volunteers from:

(i) all taxes on payments which they receive to defray their living costs and on income from sources outside the island;

(ii) all customs duties or other charges on their personal and household effects excluding motor vehicles introduced into the Islands for their own use at or about the time of their arrival; and

(iii) all other taxes or charges (including immigration fees) with the exception of license fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

(3) (a) The Government of the United States shall provide the Volunteer with such limited amounts of equipment and supplies as it and the Government of the Cook Islands may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

(b) The Government of the Cook Islands shall exempt from all taxes, custom duties and other charges all such equipment and supplies introduced into or acquired

in the Islands by, or on behalf of, the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Cook Islands shall:

(a) receive a Representative of the Peace Corps, such staff of the Representative and such personnel of the United States private organizations engaged by the Government of the United States to perform functions under and in accordance with this agreement, as are acceptable to the Government of the Cook Islands;

(b) accord the persons referred to in sub- paragraph (a) the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles

introduced into the Islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;

(c) accord personnel of the United States private organizations performing functions

hereunder the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the Islands for their own use as is accorded Volunteers hereunder;

(d) exempt persons referred to in subparagraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the Islands, and from all other taxes or charges (including immigration fees) with the exception of license fees, taxes or other charges included in the price of

equipment, supplies and services, and charges for specific services.

5. The Government of the Cook Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the Islands for use by or on behalf of, the Government of the United States or contractors financed by it for the purposes of this Agreement.

6. Representatives of the United States Government and the Government of the Cook Islands may together make from time to time such supplementary arrangements with respect to the Volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

I have the further honor to suggest that, if these proposals are acceptable to the Government of the Cook Islands, this note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and which shall remain in force until 90 days after the date of written notification from either Government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

Anne Clark Martindell [1]

Ambassador of the
United States of America

[1] Anne Clark Martindell.

The Deputy Premier of the Cook Islands to the American Ambassador

Premier of the Cook Islands
Rarotonga Cook Islands

28 April 1981

Her Excellency Mrs Anne C. Martindell,
Ambassador Extraordinary and
Plenipotentiary,
Embassy of the United States of America,
Private Bag,
Wellington,
NEW ZEALAND.

My dear Ambassador,

It is my pleasure to refer to your Diplomatic Note No. 65 dated 28 April concerning the implementation of a Peace Corps programme in the Cook Islands and which suggested the following conditions for the operation of the programme:

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Cook Islands and approved by the Government of the United States to perform mutually agreed tasks.

(b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the islands jointly designated by our two Governments.

(c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Cook Islands shall:

(a) bear such share of the costs of the Peace Corps programme incurred in the Cook Islands as the Government of the United States and the Government of the Cook Islands may agree should be contributed by it;

(b) accord equitable treatment to the Volunteers and their property;

(c) afford the Volunteers full aid and protection, including treatment no less favourable than that accorded generally to other nationals of the United States residing in the islands;

(d) fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) exempt the Volunteers from:

(i) all taxes on payments which they receive to defray their living costs and on income from sources outside the island;

(ii) all customs duties or other charges on their personal and household effects excluding motor vehicles introduced into the islands for their own use at or about the time of their arrival; and

(iii) all other taxes or charges (including immigration fees) with the exception of licence fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

3. (a) The Government of the United States shall provide the Volunteer with such limited amounts of equipment and supplies as it and the Government of the Cook Islands may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

(b) The Government of the Cook Islands shall exempt from all taxes, custom duties and other charges all such equipment and supplies introduced into or acquired in the islands by, or on behalf of, the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the Cook Islands shall:

(a) receive a Representative of the Peace Corps, such staff of the Representative and such personnel of the United States private organisations engaged by the Government of the United States to perform functions under and in accordance with this Agreement, as are acceptable to the Government of the Cook Islands;

(b) accord the persons referred to in sub-paragraph (a) the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;

(c) accord personnel of the United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the islands for their own use as is accorded Volunteers hereunder;

(d) exempt persons referred to in sub-paragraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the islands, and from all other taxes or charges (including immigration fees) with the exception of licence fees, taxes or other charges included in the price of equipment, supplies and services, and charges for specific services.

5. The Government of the Cook Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the islands for use by or on behalf of, the Government of the United States or contractors financed by it for the purpose of this Agreement.

6. Representatives of the United States Government and the Government of the Cook Islands may together make from time to time such supplementary arrangements with respect to the Volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

On behalf of the Cook Islands Government and acting with full constitutional authority, it is my honour to confirm that the above proposals are acceptable and that this reply to your Excellency's Diplomatic Note of 20 April [1] shall constitute an agreement between our two Governments and shall enter into force on this date. As you suggest, shall remain in force until 90 days after the date of written notification from either Government to the other of the intention to terminate.

I look forward to a long and fruitful relationship with representatives of the Peace Corps in the Cook Islands.

Accept Excellency, the renewed assurance of my highest consideration.

Yours sincerely,

Hon. Dr P. Robati
Deputy Premier

[1] Should read "28 April".

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—89-765

10095

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10095

SCIENTIFIC COOPERATION

Earth Resources

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Washington January 19, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Scientific Cooperation: Earth Resources

Memorandum of understanding signed at Washington
January 19, 1981;
Entered into force January 19, 1981.

MX-1

MEMORANDUM OF UNDERSTANDING BETWEEN THE GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND CONSEJO DE RECURSOS MINERALES OF THE MINISTRY OF PATRIMONIO Y FOMENTO INDUSTRIAL OF THE ESTADOS UNIDOS MEXICANOS COVERING SCIENTIFIC COOPERATION IN EARTH RESOURCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the USGS), and the Consejo de Recursos Minerales of the Ministry of Patrimonio y Fomento Industrial of the Estados Unidos Mexicanos, (hereinafter referred to as the CRM), have agreed to enter into a program of technical cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Agreement for Scientific and Technological Cooperation be-

tween the United States of America and Mexico, effected by exchange of notes signed at Washington on June 15, 1972,[1] and any amendments thereto; and subject to the laws and regulations in each country.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of the USGS and CRM (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

For cooperation requested by the CRM that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the CRM and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The CRM may, with the consent of the USGS, include the participation of other organizations of Mexico in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, regional geologic studies, mineral resource assessments, stratigraphic and structural studies, tectonic analyses, data systems, paleontology, mineral exploration methodology, metallogenesis, and geochronology. All activities are subject to applicable laws, and regulations of Mexico and the United States of America.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except

[1] TIAS 7362; 23 UST 934.

proyectos realizados en virtud del presente Memorando e iniciados antes de dicha terminación.

HECHO en Washington, D.C., U.S.A., en duplicado, en los idiomas español e inglés, siendo ambos textos igualmente auténticos.

CONSEJO DE RECURSOS MINERALES MINISTERIO DE PATRIMIONIO Y FOMENTO INDUSTRIAL DE LOS ESTADOS UNIDOS MEXICANOS	GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
G. P. SALAS	H W MENARD
Firma	Firma
G. P. Salas Nombre	H. W. Menard Nombre
Director General Titulo	*Director* Título
January 19, 1981 Fecha	*January 19, 1981* Fecha

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ATOMIC ENERGY

Application of Safeguards by the IAEA to the United States-Venezuela Cooperation Agreement

Protocol Between the
UNITED STATES OF AMERICA,
VENEZUELA and the INTERNATIONAL
ATOMIC ENERGY AGENCY

Prolonging the Agreement
of March 27, 1968

Signed at Vienna February 18, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-Venezuela Cooperation Agreement

Protocol prolonging the agreement of March 27, 1968.
Signed at Vienna February 18, 1981;
Entered into force February 18, 1981.

Protocol Prolonging the Agreement Between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America for the Application of Safeguards

Whereas the agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America for the application of safeguards, signed on 27 March 1968[1] (hereinafter referred to as the "Safeguards Transfer Agreement") provides that it will remain in force during the term of the agreement for cooperation between the Government of the United States of America and the Government of the Republic of Venezuela concerning civil uses of atomic energy, signed on 8 October 1958, as amended by an agreement signed on 14 November 1969[2] (hereinafter referred to as the "Agreement for Cooperation");

Whereas Section 33 of the Safeguards Transfer Agreement provides that it may be prolonged for further periods as agreed by the parties;

Whereas the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela expired on 8 February 1980;

Whereas both governments have expressed their desire to continue cooperation in the peaceful uses of nuclear energy;

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[1] TIAS 6433; 19 UST 4385.
[2] TIAS 4416, 6945; 11 UST 104; 21 UST 2008.

Whereas both governments have recognized the safeguards and guarantee provisions of the Agreement for Cooperation as amended and the Government of the Republic of Venezuela has affirmed that it would hold material, equipment, and devices, which it or authorized persons under its jurisdiction have received under the agreement for cooperation, and special nuclear material produced by the use of such material, equipment or devices, subject to the terms and conditions of that agreement and to the agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America for the application of safeguards signed on 27 March 1968.

Now, therefore, the International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Republic of Venezuela, and the Government of the United States of America have agreed as follows:

1. The agreement for the application of safeguards reached between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America on 27 March 1968 will continue in force until the Agency has terminated, in accordance with the terms of the agreement, the safeguards provided for in that agreement.

2. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Government of the Republic of Venezuela and the Government of the United States of America.

PROTOCOLO QUE PRORROGA EL ACUERDO DE APLICACION DE SALVAGUARDIAS CONCERTADO ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA, EL GOBIERNO DE LA REPUBLICA DE VENEZUELA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

CONSIDERANDO que el Acuerdo de Aplicación de Salvaguardias concertado entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, firmado el 27 de marzo de 1968 (que en adelante se denominará "Acuerdo de Aplicación de Salvaguardias" en el presente Protocolo), establece que permanecerá en efecto durante el término del Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela concerniente a los usos civiles de energía atómica, firmado el 8 de octubre de 1958, y enmendado por convenio firmado el 14 de noviembre de 1969 (que en adelante se denominará "Convenio de Cooperación" en el presente Protocolo);

CONSIDERANDO que la Sección 33 del Acuerdo de Aplicación de Salvaguardias dispone que podrá ser prorrogado por períodos adicionales si así lo acordaran las Partes;

CONSIDERANDO que el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela caducó el día 3 de febrero de 1980;

CONSIDERANDO que ambos Gobiernos han manifestado su deseo de continuar la cooperación en el uso pacífico de la energía nuclear;

CONSIDERANDO que ambos Gobiernos reconocieron las disposiciones de salvaguardias y garantía del Convenio de Cooperación, según fue enmendado, y que el Gobierno de la República de Venezuela afirmó que mantendría el material, equipo o instalaciones que este mismo, o personas autorizadas bajo su jurisdicción, hayan recibido conforme al Convenio de Cooperación, y el material nuclear especial producido por el uso de tal material, equipo o dispositivos, sujeto a los términos y condiciones de dicho Convenio y al Acuerdo entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América para la aplicación de salvaguardias, suscrito en Viena el 27 de marzo de 1968;

POR LO TANTO, el Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Protocolo), el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, han acordado lo siguiente:

1. El Acuerdo de Aplicación de Salvaguardias, concertado entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, el 27 de marzo de 1968, continuará en vigor hasta que el Organismo haya dado por terminadas, de conformidad con los términos del Acuerdo, las salvaguardias previstas en el mismo.

2. El presente Protocolo entrará en vigor una vez sea firmado por el Director General del Organismo o en su nombre y representación, y por los representantes autorizados del Gobierno de la República de Venezuela y del Gobierno de los Estados Unidos de América.

DONE IN VIENNA, this 18th day of February 1981, in triplicate in the English and Spanish languages, both texts being equally authentic.

HECHO EN VIENA, a los 18 días del mes de febrero de 1981, por triplicado en español e inglés, siendo igualmente auténtico el texto en los dos idiomas.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:
POR EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

Sigvard Eklund [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:
POR EL GOBIERNO DE LA REPUBLICA DE VENEZUELA:

[2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Roger Kirk [3]

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[1] Sigvard Eklund.
[2] Felix Rossi-Guerrero.
[3] Roger Kirk.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—69-762

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ATOMIC ENERGY

Continuation of Safeguards and Guarantee Provisions of the Agreement of October 8, 1958, as Amended

Agreement Between the
UNITED STATES OF AMERICA
and VENEZUELA

Effected by Exchange of Notes
Signed at Caracas February 18, 1981

S. 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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VENEZUELA

Atomic Energy: Continuation of Safeguards and Guarantee Provisions of the Agreement of October 8, 1958, as Amended

Agreement effected by exchange of notes
Signed at Caracas February 18, 1981;
Entered into force February 18, 1981.

The American Ambassador to the Venezuelan Minister of Foreign Affairs

No. 79

The Ambassador of the United States of America presents his compliments to His Excellency the Minister of Foreign Affairs of the Republic of Venezuela and has the honor to refer to the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela Concerning Civil Uses of Atomic Energy which was signed at Washington on October 8, 1958, as amended by the agreement signed on November 14, 1969.[1]

The Agreement for Cooperation, as amended, by its terms, expired on February 8, 1980. The Government of the United States of America affirms its desire to conclude a new agreement for cooperation with the Government of the Republic of Venezuela and to continue cooperation in the peaceful uses of nuclear energy.

The Government of the United States of America notes that both governments recognize the safeguards and guarantee provisions of the Agreement for Cooperation, as amended, and that the Government of the Republic of Venezuela affirms that it will hold material, equipment and devices which it or authorized persons under its jurisdiction have received under the Agreement for Cooperation, and special nuclear material produced by the use of such material, equipment or devices, subject to the terms and conditions of that agreement and to the Agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela and the Government of

[1] TIAS 4416, 6945; 11 UST 104; 21 UST 2008.

the United States of America for the Application of Safeguards which was signed at Vienna on March 27, 1968.[1]

Further, on this occasion the Government of the United States of America notes the understanding of the Republic of Venezuela that no material, equipment and devices, including special nuclear material produced by the use of such material, equipment and devices, subject to the Agreement for Cooperation, as amended, may be used for any nuclear explosive device, or for research on or development of any such device.

The Ambassador of the United States of America avails himself of the opportunity to renew to His Excellency, the Minister of Foreign Affairs of the Republic of Venezuela, the assurances of his highest consideration.

WILLIAM H. LUERS

EMBASSY OF THE UNITED STATES OF AMERICA
CARACAS, *February 18, 1981.*

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[1] TIAS 6433; 19 UST 4385.

The Venezuelan Ministry of Foreign Affairs to the American Embassy

REPUBLICA DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES

PE/AB - 759

EL MINISTERIO DE RELACIONES EXTERIORES saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y tiene el honor de referirse a la nota de esa Embajada del 18 de febrero de 1981, en relación con el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela con respecto a los usos civiles de la energía atómica, que caducó el 8 de febrero de 1980. El texto de la nota en referencia es el siguiente:

"El Embajador de los Estados Unidos de América saluda muy atentamente a su Excelencia el Ministro de Relaciones Exteriores de la República de Venezuela y tiene el honor de referirse al Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela con respecto a los usos civiles de la energía atómica, el cual fué suscrito en Washington el 8 de octubre de 1958, y enmendado por un acuerdo suscrito el 14 de noviembre de 1969.

El Convenio de Cooperación, según fué enmendado, caducó conforme a sus términos el 8 de febrero de 1980. El Gobierno de los Estados Unidos de América afirma su deseo de concluir un nuevo Convenio de Cooperación con el Gobierno de la República de Venezuela y continuar la cooperación en los usos pacíficos de la energía nuclear.

El Gobierno de los Estados Unidos de América señala que ambos gobiernos reconocen las disposiciones de salvaguardia y garantía del Convenio de Cooperación, según fué enmendado, y que el Gobierno de la República de Venezuela afirma que mantendrá el material, equipo y dispositivos que Este mismo o personas autorizadas bajo su jurisdicción hayan recibido bajo el Convenio de Cooperación, y material nuclear especial producido por el uso de tal material, equipo o dispositivos, sujeto a los términos y condiciones de tal Convenio y al Acuerdo entre la Agencia Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América de Aplicación de Salvaguardias suscrito en Viena el 27 de marzo de 1968.

A la Honorable Embajada de los
Estados Unidos de América
Caracas.

Además, en esta ocasión el Gobierno de los Estados Unidos de América señala el entendimiento del Gobierno de la República de Venezuela - en el sentido de que ningún material, equipo o dispositivos, incluyendo material nuclear especial producido por el uso de tal material, equipo y dispositivo, sujetos al acuerdo de cooperación según fué enmendado, puede ser utilizado para dispositivo explosivo alguno, o para la investigación o producción de tal dispositivo.

El Embajador de los Estados Unidos de América aprovecha esta oportunidad para reiterar a su Excelencia, el Ministro de Relaciones Exteriores de la República de Venezuela, las seguridades de su más alta consideración".

EL MINISTERIO DE RELACIONES EXTERIORES al expresar el acuerdo del Gobierno de la República de Venezuela en cuanto a los términos y al entendimiento expresado en la nota mencionada, hace propicia la ocasión para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

Caracas, 18 de Febrero de 1981.

J. Ignacio Páez Pumar
Encargado del
Ministerio de Relaciones Exteriores

TRANSLATION

Republic of Venezuela
Ministry of Foreign Affairs

PE/AB-759

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note of February 18, 1981, concerning the Agreement for Cooperation Between the United States of America and the Government of the Republic of Venezuela Concerning Civil Uses of Atomic Energy, which expired on February 8, 1980. The text of the aforementioned note reads as follows:

[For the English language text, see pp 1-2.]

The Ministry of Foreign Affairs expresses the agreement of the Government of the Republic of Venezuela with respect to the terms and the understanding stated in the above-mentioned note and avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its highest consideration.

Caracas, February 18, 1981

J O Paez Pumar

J. Oswaldo Paez Pumar
Acting Minister of Foreign Affairs

Embassy of the United States of America,
Caracas.

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MARITIME TRANSPORT

Agreement Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC
OF BULGARIA

Signed at Sofia February 19, 1981

with

Exchange of Letters

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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PEOPLE'S REPUBLIC OF BULGARIA

Maritime Transport

Agreement signed at Sofia February 19, 1981;
Entered into force February 19, 1981.
With exchange of letters.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA ON MARITIME TRANSPORT

The Government of the United States of America and the Government of the People's Republic of Bulgaria;

Desiring to promote friendly relations and arrangement for the orderly conduct of trade between their countries which will serve the interests of both peoples;

Recognizing that it is to their mutual advantage to strengthen the cooperation between the two countries in the field of maritime transportation;

Have agreed as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement:

A. "Vessel" means any merchant ship which is actually engaged in commercial maritime carriage of passengers or cargo. It does not mean warships, as defined in multilateral conventions to which both the United States of America and Bulgaria are parties, or fishing vessels, fishery research vessels, and fishery support vessels.

B. "Vessels of a party" means any vessel which is under the flag of the United States of America or the People's Republic of Bulgaria and is registered in the United States of America or in a port of the People's Republic of Bulgaria.

C. "Member of the crew" means any person employed on board the vessel during its voyage who actually performs duties or services connected with the operation or maintenance of the vessel and whose name is included on the crew list of the vessel.

ARTICLE 2

DEVELOPMENT AND FACILITATION OF MARITIME TRAFFIC

I. Each party shall, within the limits of its applicable laws and regulations, adopt all appropriate measures to facilitate and expedite maritime traffic between the two states, to prevent delay to vessels.

ARTICLE 3

PORT ENTRY AND CARRIAGE OF PASSENGERS AND CARGO

1. Subject to each party's port access regulations the ports of each party, open to foreign commerce and navigation, shall be open to vessels of the other party on a reciprocal basis. Likewise subject to port access regulations, the vessels of each party are entitled to engage in commercial passenger and cargo services between ports of the party in which they are registered and ports of the other party and between ports of the other party and third countries. Nothing in this agreement shall be deemed to constitute entitlement of the vessels of one party to engage in the coastwise trade of the other Party.

2. This agreement shall not apply to the transportation of passengers or cargo between ports of the same party. However, the rights of vessels of each party to engage in commercial passenger and cargo services in accordance with paragraph 1 of this article, shall include the right to pick up or discharge passengers and cargo at more than one port of the other party if such passengers and cargo are destined for or are proceeding from another country on the same vessel.

3. Cargo carried in a vessel of one party may be reloaded in a vessel of that party after it has been unloaded in the territory of the other party and rejected by the person to whom it was destined, if the cargo then becomes destined for a port outside the territory of that other party.

ARTICLE 4

DOCUMENTS [*]

1. Vessels of the flag of a party, and carrying valid documents required by its law as proof of nationality, shall be deemed to be vessels of that party in the absence of proof to the contrary.

2. Each party shall inform the other party of any changes in its system of tonnage measurement.

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[*] The Port Tanker Safety Act (PTSA) of 1978 (P.L.95-474)[1] prohibits the operation of tank vessels on U.S.waters if they are manned by one or more officers certificated by a state which does not have standards for licensing and certification of seafarers which are comparable or more stringent than U.S. standards or international standards which are accepted by the U.S.

The law requires the appropriate U.S. authorities to determine whether the foreign certificating standards meet the U.S. statutory criteria. Foreign tank vessels will be permitted to operate on U.S. waters until such time as a particular foreign standard is found to be less stringent than the pertinent U.S. standard.

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[1] 92 Stat. 1471; 33 U.S.C. § 1221 note. [Footnote added by the Department of State.]

ARTICLE 5

CREWS IN PORT

1. Members of the crew of vessels of each party shall be permitted to go ashore during the stay of their vessel in the ports of the other party, in accordance with applicable laws and regulations of the other party.

2. Each party may deny entry into its territory of a member of the crew of a vessel of the other party in accordance with its applicable laws and regulations.

3. Members of the crew of vessels of each party who require hospitalization shall be permitted to enter into and remain in the territory of the other party for the period of time necessary for medical treatment, in accordance with the applicable laws and regulations of the other party.

4. Seamen of either party, who have appropriate seamen's documents, as appropriate, may enter the territory of the other party for the purpose of joining the crew of a national vessel, in accordance with the applicable laws and regulations of the other party. Likewise, members of the crew of vessels of either party may, for the purpose of repatriation, for proceeding to another port to join the crew of a national vessel, or for any other reason acceptable to the appropriate authorities of the other party, travel through the territory of that party, after approval of the appropriate authorities of that party has been obtained.

ARTICLE 6

RELATIONS WITH CONSULAR REPRESENTATIVES

Members of the crew of a vessel of either party and consular officials of that party are entitled to contact and meet each other whenever their vessel is in a port of the other party, in accordance with the applicable laws and regulations of the other party.

ARTICLE 7

VESSELS IN DISTRESS

1. Should a vessel of either party be involved in a maritime accident or encounter any other danger in the ports, places and waters of the other party, the other party shall give friendly treatment and all possible assistance to the passengers, crew, cargo and vessel in accordance with the highest traditions of the sea.

2. When a vessel of one party is involved in a maritime accident or encounters any other danger and cargo is removed therefrom and landed in the territory of the other party, such cargo shall not be subject to any customs duties unless it enters into domestic consumption.

3. Each party shall promptly notify the consular officials, or in their absence the diplomatic representatives of the other party when one of the vessels of the latter party is in distress, and inform them of measures taken for the rescue and protection of the vessel, its crew, passengers, cargo and stores.

ARTICLE 8

CONSULTATIONS

1. In order to promote arrangements for orderly conduct of commercial maritime transportation, the parties agree that their competent authorities shall meet whenever necessary to consider matters arising under this agreement.

2. Either party may request consultations with the other party at any time. Such consultations shall be held at an agreed place within three months from the date of receipt of the notice requesting consultations.

3. Whenever one party believes that a problem exists with respect to the interpretation or application of this agreement, its position shall be communicated to the other party for the purpose of finding a solution. Any disagreement which remains unresolved concerning the interpretation or application of this agreement shall be referred to direct negotiations between the parties.

ARTICLE 9

RIGHTS RESERVED

1. With respect to matters not specified in this agreement, each party reserves the right to apply its national laws and regulations and international conventions to which it is a party.

2. The provisions of this agreement shall not limit the right of either party to take any action for the protection of its security interests.

ARTICLE 10

DURATION

1. The initial term of this agreement shall be three years. It may be extended or modified and extended for successive terms of three years, subject to negotiations between the parties within a period of six months prior to the concluding date of each term to approve extension.

2. This agreement shall expire at the conclusion of a term unless extended by the parties, or prior to such time upon ninety days' written notice by one party to the other.

ARTICLE 11

ENTRY INTO FORCE

This agreement shall enter into force on the date of signature.

In witness whereof, the authorised representatives of the parties have signed this agreement.

Done at Sofia, this 19th day of February 1981 in duplicate, in the English language and the Bulgarian language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA

[2]

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[1] J. R. Perry.
[2] V. Tzanov.
[Footnotes added by the Department of State.]

[EXCHANGE OF LETTERS]

Letter - Annex No.I

The Head of the Delegation
of the People's Republic
of Bulgaria

Dear Sir,

In connection with the signing to day of the agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on maritime transport, I wish to refer to Article 3, Paragraph I of this agreement, and to inform you of the port security procedures that will be applicable to Bulgarian vessels which enter ports of the United States.

Entry of Bulgarian vessels into ports of the United States shall be permitted subject to prior approval by competent United States authorities of a request submitted by the vessel's agent to the U.S. Coast Guard seven full working days prior to the planned entry, excluding date of receipt of such request.

Sincerely yours,

Head of the Delegation
of the United States
of America

Letter - Annex No.2

The Head of the Delegation
of the United States
of America

Dear Sir,

I have the honour to acknowledge receipt of your letter of today with the following contents:

" In connection with the signing today of the agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on maritime transport, I wish to refer to Article 3, Paragraph I of this agreement, and to inform you of the port security procedures that will be applicable to Bulgarian vessels which enter ports of the United States.

Entry of Bulgarian vessels into ports of the United States shall be permitted subject to prior approval by competent United States authorities of a request submitted by the vessel's agent to the U.S. Coast Guard seven full working days prior to the planned entry, excluding date of receipt of such request."

The above letter has been taken into account by the Bulgarian side.

Sincerely yours,

Head of the Delegation
of the People's Republic
of Bulgaria

С П О Г О Д Б А

МЕЖДУ ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ И ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ ЗА МОРСКИ ТРАНСПОРТ

Правителството на Съединените Американски щати и

Правителството на Народна република България,

Желаейки да развиват приятелски отношения и да създават условия за нормално осъществяване на търговията между техните страни, което ще служи на интересите на двата народа,

Признавайки, че укрепването на сътрудничеството между двете страни в областта на морските превози е взаимно изгодно,

Се споразумяха за следното:

Ч Л Е Н 1

ОПРЕДЕЛЕНИЯ

За целите на тази Спогодба:

А. "Кораб" означава всеки търговски кораб, който действително е зает в търговските морски превози на пътници или товари. Този термин не обхваща военните кораби, съгласно определенията на същите в многостранни конвенции, по които и Съединените Американски щати и Народна република България са страни, или риболовните кораби, риболовните изследователски кораби и риболовните спомагателни кораби.

В. "Кораб на договарящата се страна" означава всеки кораб, който плава под знамето на Съединените Американски щати или на Народна република България и е регистриран в Съединените Американски щати или в пристанище на Народна република България.

С. "Член на екипажа" означава всяко лице наето на работа на борда на кораба за неговия рейс, което действително изпълнява задължения или функции, свързани с експлоатацията или поддържането на кораба и чието име е включено в екипажния списък на кораба.

ЧЛЕН 2

РАЗВИТИЕ И УЛЕСНЯВАНЕ НА МОРСКИЯ ТРАФИК

1. Всяка договаряща се страна в рамките на нейните приложими закони и разпоредби, ще вземе подходящи мерки за облегчаване и ускоряване на морския трафик между двете държави и за предотвратяване непроизводителните престои на корабите.

ЧЛЕН 3

ВЛИЗАНЕ В ПРИСТАНИЩА И ПРЕВОЗ НА ПЪТНИЦИ И ТОВАРИ

1. Съгласно разпоредбите на всяка договаряща се страна за влизане в пристанищата, пристанищата на всяка договаряща се страна, открити за външна търговия и корабоплаване, ще бъдат открити за корабите на другата договаряща се страна на реципрочна основа. Също така съгласно разпоредбите за влизане в пристанищата, корабите на всяка договаряща се страна имат право да извършват търговско-пътнически и товарни услуги между пристанищата на договарящата се страна, в които те са регистрирани и пристанищата на другата страна, а също между пристанищата на другата договаряща се страна и пристанища на трети страни. Никоя разпоредба на тази Спогодба няма да се счита, че дава право на корабите на едната договаряща се страна да участвуват в каботажните превози на другата договаряща се страна.

2. Тази Спогодба няма да се прилага за превози на пътници или товари между пристанища на една и съща договаряща се страна. Обаче, правото на корабите на всяка договаряща се страна да извършват търговско-пътнически и товарни услуги съгласно алинея 1 на този член, ще включва правото да качват или свалят пътници и товари на повече от

едно пристанище на другата договаряща се страна, ако тези пътници и товари се превозват за друга страна или от друга страна на борда на същия кораб.

3. Товарът превозван на кораб на едната договаряща се страна, може да бъде натоварен на друг кораб на тази договаряща се страна, след като е бил разтоварен на територията на другата договаряща се страна, и е бил отказан от лицето, за което е бил предназначен, ако товарът се окаже предназначен за пристанище извън територията на другата договаряща се страна.

ЧЛЕН 4

ДОКУМЕНТИ

1. Кораби, плаващи под знамето на едната договаряща се страна, които притежават валидни документи, изисквани от нейните закони като доказателство за националност, ще се считат за кораби на тази договаряща се страна, при отсъствие на доказателство за противното.

2. Всяка договаряща се страна ще информира другата договаряща се страна за каквито и да са промени в системата й за измерване на тонажа.

Законът за безопасността на пристанищата и танкерите /PTSA/ от 1978 година /P.L.95-474/ забранява оперирането на танкери във водите на САЩ, ако на борда им има един или повече членове на командния състав, дипломирани от държава, чиито изисквания за даване на правоспособност и за дипломиране на моряци, не са съответни или по-строги от изискванията на САЩ или от международните изисквания, възприети от САЩ.

Законът изисква съответните органи на САЩ да определят дали чуждестранните изисквания за дипломиране отговарят на законодателните критерии на САЩ. На чуждестранните танкери ще се разрешава да оперират във водите на САЩ дотогава, докато се установи, че някое от чуждестранните изисквания е по-малко строго, отколкото съответното изискване на САЩ.

Ч Л Е Н 5

ЕКИПАЖИ, НАМИРАЩИ СЕ В ПРИСТАНИЩЕ

1. На членовете на екипажа на кораби на всяка договаряща се страна ще се разрешава да слизат на брега по време на престоя на техния кораб в пристанищата на другата договаряща се страна, в съответствие с приложимите закони и разпоредби на другата договаряща се страна.

2. Всяка договаряща се страна, в съответствие с нейните приложими закони и разпоредби, може да откаже влизането в нейна територия на член на екипажа на кораб на другата договаряща се страна.

3. На членовете на екипажа на кораби на всяка договаряща се страна нуждаещи се от болнично лечение, ще се разрешава да влизат и остават на територията на другата договаряща се страна за период от време, необходим за медицинско лечение, в съответствие с приложимите закони и разпоредби на другата договаряща се страна.

4. Моряците на всяка договаряща се страна, които притежават съответните морашки документи съгласно изискванията, могат да влизат в територията на другата договаряща се страна, с цел да се присъединят към екипажа на национален кораб, в съответствие с приложимите закони и разпоредби на другата договаряща се страна. Също така, членове на екипажа на корабите на всяка от договарящите се страни могат, с цел завръщане в родината, продължаване до друго пристанище за присъединяване към екипажа на национален кораб, или поради каквато и да е друга причина, приемлива за съответните органи на другата договаряща се страна, да пътуват през територията на тази договаряща се страна, след като са получили одобрението на съответните органи на тази договаряща се страна.

ЧЛЕН 6

ВЗАИМООТНОШЕНИЯ С КОНСУЛСКИ ПРЕДСТАВИТЕЛИ

Членовете на екипажа на кораб на всяка от договарящите се страни и консулските длъжностни лица на тази договаряща се страна имат право да влизат във връзка и да се срещат, когато техен кораб се намира в пристанище на другата договаряща се страна, съгласно приложимите закони и разпоредби на другата договаряща се страна.

ЧЛЕН 7

КОРАБИ В БЕДСТВИЕ

1. Ако кораб на една от договарящите се страни претърпи морска злополука или е изложен на каквато и да е опасност в пристанища, места и води на другата договаряща се страна, последната ще окаже приятелско съдействие и всякаква възможна помощ на пътниците, екипажа, товара и кораба, в съответствие с най-добрите морски традиции.

2. Когато кораб на една от договарящите се страни претърпи морска злополука или е изложен на каквато и да е друга опасност и товарът бъде преместен и разтоварен на територията на другата договаряща се страна, този товар няма да бъде облаган с никакви мита, освен ако се използува за местна консумация.

3. Всяка договаряща се страна ще уведоми незабавно консулските длъжностни лица, или в тяхно отсъствие дипломатическите представители на другата договаряща се страна, когато един от корабите на последната е в беда и ще ги информира за мерките, взети за спасяване и охрана на кораба, неговия екипаж, пътниците, товара и запасите.

ЧЛЕН 8

КОНСУЛТАЦИИ

1. За осигуряване на условия за нормално осъществяване на морските търговски превози договарящите се страни се споразумяват

техните компетентни органи да се срещат когато е необходимо, за обсъждане на въпроси, произтичащи от тази Спогодба.

2. Всяка договаряща се страна може по всяко време да поиска консултации с другата договаряща се страна. Такива консултации ще се провеждат на уговорено място в срок от три месеца от датата на получаване на уведомлението, с което се искат тези консултации.

3. Когато една от договарящите се страни счита, че съществува проблем по отношение на тълкуването или прилагането на тази Спогодба, нейното становище ще бъде съобщено на другата договаряща се страна, за да се намери разрешение. Всяко разногласие по отношение на тълкуването или прилагането на тази Спогодба, което остане неразрешено, ще бъде разгледано чрез преки преговори между страните.

Ч Л Е Н 9

ЗАПАЗЕНИ ПРАВА

1. По отношение на въпроси, които не са уредени в тази Спогодба всяка договаряща се страна си запазва правото да прилага своите национални закони и разпоредби и международните конвенции, по които тя е страна.

2. Разпоредбите на тази Спогодба няма да ограничават правото на всяка договаряща се страна да предприема каквито и да са действия за защита на своите интереси по отношение на сигурността.

Ч Л Е Н 10

СРОК НА ДЕЙСТВИЕ

1. Първоначалният срок на действие на тази Спогодба ще бъде три години. Той може да бъде продължен или изменен и продължаван за последователни периоди от по три години, ако договарящите се страни се споразумеят за това чрез преговори, проведени в шестмесечния период преди датата на изтичане на съответния срок.

2. Тази Спогодба прекратява действието си при изтичане на срока й, ако той не бъде продължен от договарящите се страни, или преди изтичането на срока, при условие, че една от договарящите се страни уведоми писмено другата договаряща се страна деветдесет дни предварително.

Ч Л Е Н 11

ВЛИЗАНЕ В СИЛА

Тази Спогодба ще влезе в сила от датата на подписването й.

В уверение на което, упълномощените представители на договарящите се страни подписаха тази Спогодба.

Съставена в СОФИЯ на 19 февруари 1981 година в два екземпляра на английски и български език, като и двата текста имат еднаква сила.

ЗА ПРАВИТЕЛСТВОТО
НА СЪЕДИНЕНИТЕ
АМЕРИКАНСКИ ЩАТИ:

ЗА ПРАВИТЕЛСТВОТО
НА НАРОДНА
РЕПУБЛИКА БЪЛГАРИЯ:

Писмо – приложение № 1

Г–Н РЪКОВОДИТЕЛЯ НА
ДЕЛЕГАЦИЯТА НА
НАРОДНА РЕПУБЛИКА
БЪЛГАРИЯ

УВАЖАЕМИ ГОСПОДИНЕ,

Във връзка с подписването днес на Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за морски транспорт, искам да се позова на Член 3, алинея 1 на тази Спогодба и да Ви информирам за процедурите за сигурност на пристанищата, които ще се прилагат към българските кораби, влизащи в пристанищата на Съединените Щати.

Влизането на български кораби в пристанищата на Съединените Щати ще се разрешава след предварително одобрение от компетентните органи на Съединените Щати на молба, предадена от корабния агент на Бреговата охрана на САЩ седем пълни работни дни преди заплануваното влизане, като датата на получаването на тази молба се изключва.

С УВАЖЕНИЕ,

РЪКОВОДИТЕЛ НА ДЕЛЕГАЦИЯТА НА
СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

Писмо – приложение № 2

Г–Н РЪКОВОДИТЕЛЯ НА
ДЕЛЕГАЦИЯТА НА
СЪЕДИНЕНИТЕ
АМЕРИКАНСКИ ЩАТИ

УВАЖАЕМИ ГОСПОДИНЕ,

Имам чест за потвърдя получаването на Вашето писмо с днешна дата, със следното съдържание:

"Във връзка с подписването днес на Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за морски транспорт, искам да се позова на Член 3, алинея 1 на тази Спогодба и да Ви информирам за процедурите за сигурност на пристанищата, които ще се прилагат към българските кораби, влизащи в пристанищата на Съединените Щати.

Влизането на български кораби в пристанищата на Съединените Щати ще се разрешава след предварително одобрение от компетентните органи на Съединените Щати на молба, предадена от корабния агент на Бреговата охрана на САЩ седем пълни работни дни преди заплануваното влизане, като датата на получаването на тази молба се изключва."

Това писмо се приема за сведение от българска страна.

С УВАЖЕНИЕ,

РЪКОВОДИТЕЛ НА ДЕЛЕГАЦИЯТА НА
НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—90-481

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ATOMIC ENERGY

Technical Exchange and Cooperative Arrangement in Nuclear Safety Research and Development

Agreement Between the
UNITED STATES OF AMERICA
and SWEDEN

Signed at Bethesda and Studsvik
January 27 and February 23, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

SWEDEN

Atomic Energy: Technical Exchange and Cooperative Arrangement in Nuclear Safety Research and Development

Agreement signed at Bethesda and Studsvik January 27 and February 23, 1981;
Entered into force February 23, 1981.

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

AND

STUDSVIK ENERGITEKNIK AB OF SWEDEN

IN THE

FIELD OF NUCLEAR SAFETY RESEARCH AND DEVELOPMENT

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC) and Studsvik Energiteknik AB of Sweden (STUDSVIK)

(a) have a mutual interest in cooperation in the field of nuclear safety research and development, with the objective of improving and thus ensuring nuclear safety on an international basis;

(b) have cooperated in the field of reactor safety under the terms of a 5-year technical exchange and cooperative arrangement, originally signed on December 16, 1974[1] between the United States Atomic Energy Commission (USAEC) and Aktiebolaget Atomenergi (AES), but continued after January 19, 1975 as between the USNRC and the AES, this arrangement including provision for its extension as mutually agreed upon by the parties;

(c) have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement; and

(d) have considered the arrangement between the USNRC and the Swedish Nuclear Power Inspectorate (SNPI) for the exchange of technical information and cooperation in nuclear safety matters, signed on October 30, 1979;[2]

hereby AGREE as follows:

---

[1] Signed Nov. 21 and Dec. 16, 1974. TIAS 8343; 27 UST 2710.
[2] TIAS 9687; 31 UST.

ARTICLE 1 - OBJECTIVE

The USNRC and STUDSVIK will continue their cooperation in the field of nuclear safety research and development in accordance with the provisions of this Arrangement and on the basis of reasonable equality and reciprocity. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the parties agree to consult before any action is taken.

ARTICLE 2 - FORM OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

2.2 The temporary assignment of personnel of one party to the laboratories or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project to be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the relevant entities and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

ARTICLE 3 - SCOPE OF INFORMATION EXCHANGE

3.1 Each party will make available to the other party information in the technical areas of nuclear safety research and development listed in the Appendix wherein the parties are sponsoring research. Other, unpublished information in these technical areas, either in the possession of a party or available to it, but obtained in research programs not sponsored by that party, may be transmitted to the other party, subject to the transmitting party having the right to disclose it, including, as required, written authorization from the owner. Other appendices may be added, as agreed, to provide for cooperation in other areas of nuclear safety research.

3.2 Each party will promptly transmit and call to the other party's attention any information or its research results appearing to have significant safety implications.

3.3 The parties may, as agreed, also exchange information they have a right to disclose on any other topic related to nuclear safety.

ARTICLE 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1 The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 6.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, inventions, patent information, and know-how, is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement dated _____ between the USNRC and Studsvik, this document containing proprietary information shall not be disseminated outside the recipient's organization without prior approval of (name of transmitting party)."

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to concerned government agencies within the country of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and

(c) On an as-needed case-by-case basis, to organizations licensed in the country of the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph 5.4(c) receiving such information, for use only in work within the scope of the license,

PROVIDED that the information disseminated to any person under subparagraphs 5.4(b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into between the recipient party and the contractors, subcontractors or licensed organizations mentioned in 5.4(b), (c), and (d).

5.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.6 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.7 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

5.8 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

ARTICLE 6 - PATENTS

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists:

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived by the other party prior to the execution of this Arrangement or conceived by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.1.5 It is understood that after the European Patent Conventions have come into force, either party may request a modification of this paragraph 6.1 for the purpose of according equivalent rights as provided in paragraphs 6.1.1 through 6.1.4 under the European Patent Conventions.

6.2 The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 8 - FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 5 years, and may be extended by mutual agreement.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION	FOR STUDSVIK ENERGITEKNIK AB OF SWEDEN
BY:	BY:
William J. Dircks	
TITLE: Executive Director for Operations	TITLE: Stig O W Bergström
DATE: January 27, 1981	DATE: February 23, 1981

APPENDIX

TECHNICAL EXCHANGE RESEARCH AREAS
WHERE THE USNRC AND STUDSVIK
ARE PERFORMING LWR SAFETY RESEARCH

1. Primary Coolant System Integrity
2. LOCA-ECCS Analysis and Experiments
3. LWR Fuel Behavior
4. Safety Related Component Behavior
5. Fission Product Release and Transport
6. Safety Related Man-Machine Issues
7. Consequence Modelling

Experimental data and computer codes will be available on an "as is" basis at the time of a request. Manpower for interpretation of uncompleted work may be made available by or through the party receiving the request, as mutually agreed upon, and on a case-by-case basis.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—90-482

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and MOZAMBIQUE

Signed at Maputo February 23, 1981

with

Minutes of Negotiation

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $2.25.

MOZAMBIQUE

Agricultural Commodities

Agreement signed at Maputo February 23, 1981;
Entered into force February 23, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the People's Republic of Mozambique have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Part I and III of the June 28, 1979[2] Agreement together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (U.S. FY)	APPROXIMATE MAXIMUM QUANTITY (Mt)	MAXIMUM EXPORT MARKET VALUE (Millions)
Rice	1981	3,800	DOLS 2.0
Wheat	1981	15,700	DOLS 3.0
TOTAL			DOLS 5.0

Item II. Payment Terms: Convertible local currency credit (40 years)

1. Initial Payment - Five (5) percent.
2. Currency Use Payment - Five (5) percent for Section 104(A) purposes.
3. Number of Installment Payments - Thirty-one (31).
4. Amount of Each Installment Payment - Approximately equal annual payments.
5. Due Date of First Installment Payment - Ten (10) years from date of last delivery of commodities in each calendar year.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9635; 31 UST.

6. Initial Interest Rate - Two (2) percent.

7. Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (U.S. FY)	REQUIREMENTS (Metric Tons)
Rice	1981	20,000
Wheat/wheat flour (grain equivalent basis)	1981	59,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of this Agreement, the commodities may not be exported are: For rice -- rice in the form of paddy, brown or milled; and for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same products under different names).

Item V. Self-Help Measures:

A. The government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Mozambique agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Continue to review agricultural sector pricing policies to evaluate their effectiveness in assuring equitable returns to producers.

2. Continue the following activities in connection with the FAO-NORDIC (MONAP) program:

A. Support the production, improvement, and distribution of seeds;

B. Strengthen the storage, handling and distribution systems related to basic food production and agricultural inputs;

C. Improve the quality and use of agricultural land available to small farmers.

3. Continue to elaborate a food security programming assistance policy through the establishment of a national grain supply security reserve, construction of storage facilities at three main ports, provision of equipment for the commercialization of food grains and grain collection, establishment of mobile stock quality control and stock maintenance teams, assignment of technical assistance for grain marketing.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The commodities provided in this Agreement, or the proceeds accruing to the importing country from the sale of such commodities, will be used for implementing the following projects and programs which directly benefit the needy people of the importing country.

1. Those self-help measures set forth in Item V of the Agreement and/or:
2. The implementation of programs to construct feeder roads into areas with high agricultural production potential and to insure proper maintenance of existing rural roads.
3. The institution of a baseline study designed to generate crop reporting, input costs, marketing, and rural economic data for the domestic production of wheat, rice, corn, and other essential food crops.
5. Reactivate at local level, the meteorological network and make the different local organs aware of the importance of this activity in order to improve the control of this task guaranteeing the research of this data and its delivery to central organs.

B. The projects/programs identified in Item VI (A) will directly benefit the needy in the following ways:

1. Seed quality has deteriorated and inefficient varieties are often the only ones available. Advances in seed production, quality and distribution, and the introduction of drought tolerant food crops and varieties in areas

with irregular rainfall will increase small farmer plantings and yields and thereby reduce risks to both the producer and the market.

2. Agriculture product and input marketing with better storage and transport systems, including the maintenance and expansion of rural roads, will improve rural productivity and increase farm and non-farm access to food resources. Input marketing will expand availability of fertilizer pesticides, and small agricultural implements to increase outputs of farmers emerging from subsistence agriculture. Improvements in crop storage, marketing and distribution will reduce losses and inequities in rural as well as urban markets throughout the country.
3. Agriculture land use and conservation activities will reduce and control the encroachment of undergrowth (bush), thereby maintaining and extending food production areas for the small farmer.
4. Livestock research, development, and immunization will improve income by providing employment opportunities as well as developing expanded small animal programs which will increase opportunities for the small farmer to diversify his production.
5. Reforestation programs will benefit rural wage earners through labor-intensive projects. Regeneration of wood

fuel supplies and efficient production and marketing will provide reasonably priced rural and urban fuel supplies and generate additional on-farm revenue.

6. Institution of baseline economic production studies and continuation of the review of agricultural sector pricing policies will assure equitable returns to small farm holders and provide basic data necessary for the design and evaluation of agriculture projects.

7. Improvement of agricultural potential through the expansion of irrigation and construction of dams as measures to augment water storage capacity of the soil will minimze small farmer losses due to drought effects.

8. Development of scientific studies of climatological data closely related to agriculture with the establishment of an agro-meteorological department at the meteorological services, will enable small farmers to benefit from programmed measures in case of natural disasters.

9. The elaboration and implementation of a food security program will result in an improved supply of domestic food grains during times of scarcity or drought.

10. Strengthening the existing national committee for natural disasters will result in increased food supplies in rural areas and improved channels of distribution to small farmers and other people in need or urgent food assistance.

C. Report on use of currency:

In addition to the report required by Part I, Article II (F) of this Agreement, the importing country agrees to report on the progress of the implementation of the projects/programs identified in Item VI(A) above and the extent to which projects/programs were used to benefit the needy people. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the Agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the projects/programs specified in Item VI(A) above.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement, done at Maputo in duplicate, the twenty-third day of February, 1981.

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

Janet P. Mondlane
National Directdr, Office of International Cooperation
Government of the People's Republic of Mozambique

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William H. Twaddell
Charge d'Affaires a.i.
Embassy of the United States of America

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES OF THE PROPOSED FY 1981
PUBLIC LAW 480 TITLE I SALES AGREEMENT

PLACE: Maputo, Mozambique

ATTENDING:

Government of the People's Republic of Mozambique Delegation:

Janet R. Mondlane, Director of International Cooperation, Office of International Cooperation
Dina Forti, Special Assistant, Office of International Cooperation
Abel R. Chicalia, Officer, Ministry of External Commerce
Luis Mhonga, Director, ENACOMO
Americo Magaia, Director of Commerce, ENACOMO
Carlos Carvalho, Director of National Supply, Ministry of Internal Commerce
Gabriela Valerio, Officer, Food Supply Board, Ministry of Internal Commerce
Americo Antonio Fortuna, Officer, Office of International Cooperation

Government of the United States of America Delegation:

William H. Twaddell, Charge d'Affaires ad interim, United States Embassy, Maputo
Jon O'Rourke, Regional Food for Peace Officer, United States Embassy, Lusaka

I. The purpose of the meeting between representative of the Government of the People's Republic of Mozambique and the Government of the United States of America was to negotiate a U.S. Fiscal Year 1981 (October 1, 1980 to September 30, 1981) agricultural commodity sales agreement for U.S. dollars 5.0 million of wheat and rice under the U.S. Government Public Law 480 Title I Program.

II. The U.S. Delegation reviewed the draft agreement with the Mozambique Delegation and explained that:

1. The Agreement incorporates by reference the Preamble, Parts I and III of the PL-480 Title I Agreement signed on June 28, 1979.

2. The commodity commitment in the Agreement is in terms of dollar values and not quantities. At the time of the Agreement

was drafted, it was estimated that U.S. dollars 5.0 million would purchase approximately 3,800 metric tons of rice and 15,700 metric tons of wheat. Therefore, when purchases are made, if the price of wheat and/or rice permits, additional wheat and/or rice may be purchased up to the U.S. dollar 5.0 million level, or, on the other hand, if prices rise, the quantity of wheat and/or rice financed under this agreement will be reduced accordingly.

3. In order to accomplish early shipment of the commodities, the Government of the People's Republic of Mozambique should (a) make all arrangements for letters of credit for both the commodity and the ocean freight, and (b) appoint as soon as possible the purchasing team to make the purchasing arrangements in the United States.

4. In order to implement the purchase of rice and wheat under the agreement during the authorized supply period, U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981), it is essential that the Government of the People's Republic of Mozambique initiate the purchasing process as soon as possible after signing the agreement. This process includes the following:

(a) Dispatch fully authorized representatives to Washington, D. C. to undertake the required action.

(b) Submit to the U.S. Department of Agriculture a written request for a Purchase Authorization.

(c) After approval by the U.S. Department of Agriculture, prepare and issue an invitation for bids (IFB's) which will handle the letters of credit.

(d) Designate the Mozambican and U.S. banks which will handle the letters of credit.

(e) Act expeditiously to open letters of credit in favor of supplier(s) of grain and freight for 100 percent of the grain and 100 percent of the ocean freight costs. The letters of credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable letters of credit for both the commodity and the ocean freight are not available at the time of loading.

This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(f) Commissions, fees or other payments to any selling agent seeking to obtain a contract for the purchase of food commodities under this agreement are prohibited.

(g) If a Purchasing Agent and/or Shipping Agent is nominated, this nomination must be submitted to the U.S. Department of Agriculture in writing, accompanied by the proposed agency agreement for the U.S. Department of Agriculture approval.

5. Reporting by the Government of the People's Republic of Mozambique is an essential part of the Agreement. In the past, some of these reports have not been timely and/or complete, and this has caused delays in the signing of agreements. The Government of the People's Republic of Mozambique will be responsible for the timely submission of the following reports:

(a) Quarterly Compliance Reports which are submitted at the end of each quarter during the supply period. Each report includes official Government of the People's Republic of Mozambique information regarding imports and exports of food commodities included in the agreement (i.e., rice, wheat, wheat flour, rolled wheat, semolina, farina, and bulgar). These reports are due on the following dates: March 31, 1981, June 30, 1981, and September 30, 1981.

(b) Shipping and Arrival Reports which provide details on the arrival of the ships carrying the commodities delivered to Mozambique under this agreement. These reports are completed for each ship and submitted to the U.S. Embassy shortly after the arrival of the vessel in Mozambique.

(c) The Annual Self-Help Report which is due in the U.S. Embassy on November 15, 1981, must contain specific information regarding the progress the Government of the People's Republic of Mozambique has made in implementing the Self-Help Measures in the Agreement. The FY-80 Self-Help Report, which was due in November 1980, must also contain more specific information.

(d) The Local Currency Proceeds Reports which report the use of local currency proceeds generated under this Agreement and the previous FY-79 and FY-80 agreements are due every six months. For this Agreement, the Local Currency Proceeds Report should be submitted to the U.S. Embassy on June 30, 1981 and December 31, 1981.

6. It is important for the Government of the People's Republic of Mozambique to provide the United States Government with a full assessment of the present transportation situation on a periodic basis so that the U.S. Embassy in Maputo can confirm that the grain purchased under this agreement can be shipped to Mozambique, stored and distributed therein. The U.S. Embassy must report to Washington, D. C. an assessment of the transportation system no later than 72 hours before the issuance of each Purchase Authorization. Pursuant to new U.S. legislative and regulatory requirements, Purchase Authorizations will be issued under the agreement only after the U.S. Secretary of Agriculture has determined that adequate storage facilities are available locally at the time of exportation to prevent the spoilage or waste of the commodity,and the distribution of the commodity will not result in a substantial disincentive or interference with domestic production or marketing.

7. The Agreement provides for a Usual Marketing Requirement (UMR) of 20,000 metric tons of rice and 59,000 metric tons of wheat/wheat flour. This UMR is based on an average of commercial imports for a five-year period. Only commercial purchases from non-communist countries are included in the UMR computations.

8. The Agreement calls for limitations on the export from Mozambique of rice (in the form of paddy, brown or milled) and wheat, wheat flour, semolina, farina and bulgar, or the same products under different names. These export limitations apply to the supply period October 1, 1980 through September 30, 1981, and any subsequent U.S. fiscal year during which the rice or wheat purchased under this agreement is utilized.

9. The Government of the People's Republic of Mozambique is requested to identify the following:

(1) The specific receiving points for the commodities.

(2) The specific storage points for the commodities.

(3) The channels of distribution.

(4) The wholesale and retail prices at which the commodities will be sold.

(5) Any possibilities for the commodities moving outside the above market channels.

10. The Government of the People's Republic of Mozambique is requested to identify:

(a) The name(s), title(s) and office(s) of the member(s) of the purchasing team who will travel to Washington to make the purchase and arrange for ocean freight.

(b) The specific type of rice and wheat which the Government of the People's Republic of Mozambique prefers to purchase under the agreement.

11. The Government of the People's Republic of Mozambique is requested to:

(a) Submit to the U.S. Embassy in Maputo a completed Annual Self-Help Report for U.S. fiscal year 1980. This report was due November 15, 1980, and when submitted should contain specific reference to progress made toward achieving the Self-Help Measures in the FY-80 agreement with its amendment.

(b) Submit to the U.S. Embassy in Maputo a Local Currency Report which will (i) explain how much of the local currency proceeds remain unutilized from the FY-79 agreement; (ii) explain how those funds are to be used; and (iii) indicate approximately when the local currency funds from the FY-79 and FY-80 Title I Agreements will be expended.

12. At least 50 percent of the PL-480 Title I commodity must be moved on U.S. flag shipping vessels, if available, at fair and reasonable rates.

13. Upon the signature of the Agreement, the Government of the People's Republic of Mozambique should act expeditiously in all matters pertaining to the purchase and delivery of the commodity.

III. The Delegation from the Government of the People's Republic of Mozambique assured the United States Government Delegation that:

1. The Government of the People's Republic of Mozambique representative(s), with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process, will travel to Washington as soon as possible after the agreement is signed.

2. Appropriate Government of the People's Republic of Mozambique authorities have been appointed and are prepared to (a) open letters of credit for 100 percent of both the commodity and ocean freight prior to the purchase of the commodity and the booking of the vessel, and (b) make prompt transfers of funds to cover the initial payment and the ocean freight costs on the commodity purchased under the agreement.

3. The banks which will be handling the financial operations related to this agreement, and through which letters of credit will be opened for the commodities and ocean freight, are (a) The Bank of Mozambique in Maputo, and (b) The Morgan Guaranty Trust Company at 23 Wall Street, New York, New York.

4. The Government of the People's Republic of Mozambique will inform the U.S. Embassy in Maputo of the following:

   (a) The type and grade of commodity to be purchased in accordance with official U.S. standards.

   (b) The proposed contracting and delivery schedule.

5. If the Government of the People's Republic of Mozambique decides to engage a Shipping Agent, the representative(s) traveling to Washington will notify the U.S. Department of Agriculture and provide it with a copy of the agreement.

6. The Government of the People's Republic of Mozambique has made arrangements so that their representative(s) who travel to Washington will have the instructions, information and authority to implement the agreement. This will include:

   (a) The type and grade of commodity to be purchased.

   (b) The contracting and delivery schedules.

   (c) The names and addresses of the U.S. and commercial banks which will handle the transactions.

   (d) Authority to request and sign a Purchase Authorization and other necessary documents.

(e) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of Purchasing and/or Shipping Agents, if applicable.

(f) Instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

7. The Government of the People's Republic of Mozambique will present its FY-80 Self-Help Report to the U.S. Embassy in Maputo by February 28, 1981 at the latest and will present its Annual Self-Help Report for this FY-81 Agreement to the U.S. Embassy on or before November 15, 1981. Both of these reports will contain details with regard to progress made by the Government of the People's Republic of Mozambique in implementing the specific Self-Help Measures contained in each agreement.

8. The Government of the People's Republic of Mozambique will present to the U.S. Embassy in Maputo, as soon as possible, a report on the status of the local currency proceeds generated under the FY-79 and FY-80 Agreements. This report will (a) explain how much local currency proceeds remain unutilized from the FY-79 Agreement, (b) explain how the Government of the People's Republic of Mozambique expect to use these funds, and (c) indicate approximately when the Government of the People's Republic of Mozambique expects to expend the local currency funds from the FY-79 and FY-80 Agreements.

9. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with Quarterly Compliance Reports on the appropriate forms on March 31, 1981 (for the Period October 1, 1980 through March 31, 1981), June 30, 1981 (for the period April 1, 1981 through June 30, 1981), and September 30, 1981 (for the period July 1, 1981 through September 30, 1981).

10. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with Shipping and Arrival Reports on a timely basis and as soon as possible after the vessels discharge.

11. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with regular informal reports and information on the ability of the Government of the

People's Republic of Mozambique to receive at port, store, transport and distribute in Mozambique the commodities financed under this Agreement.

12. The commodity provided for under the U.S. FY-81 Agreement will arrive at the ports of Maputo, Beira, and/or Nacala as designated by ENACOMO of the Ministry of Foreign Trade. The Ministry of Internal Commerce, in turn, will direct where the food is stored and, depending on stock positions and need, in which areas of the country it is distributed. The commodity, in turn, will be sold to consumers through the Ministry of Internal Commerce's distribution network at national prices fixed by the Government of the People's Republic of Mozambique.

13. The Government of the People's Republic of Mozambique would publicize in the local press the signing of the Agreement and the arrival of each ship carrying the commodity financed under this Agreement.

14. It was agreed that these minutes would be initialed by the signers of the Agreement at the time the Agreement is signed and that these minutes will become part of the Agreement.

15. The above sets forth the elements of understanding reached during the negotiations for the FY-81 Public Law 480 Title I Agreement between the Government of the People's Republic of Mozambique and the Government of the United States of America.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William H. Twaddell
William H. Twaddell
Charge d'Affaires a.i.
Embassy of the United States of America

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

Janet R. Mondlane
National Director, Office of International Cooperation
Government of the People's Republic of Mozambique

Signed at Maputo, Mozambique

February 23, 1981

ACORDO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA
E O GOVERNO DA REPÚBLICA POPULAR DE MOCAMBIQUE
PARA A VENDA DE PRODUTOS AGRICOLAS

LEI PUBLICA 480, PROGRAMA TITULO I

O Governo dos Estados Unidos da América e o Governo da República Popular de Moçambique acordam na venda de produtos agrícolas abaixo descriminados. Este Acôrdo consistirá do Preâmbulo e das Partes I e III do Acôrdo assinado em Junho 28, 1979 conjuntamente com a Parte II, que se segue.

Parte II - Condiçoes Especiais

Alínea I. Quadro de Mercadorias:

MERCADORIA	PERÍODO DO FORNECIMENTO (ANO FISCAL E.U.A.)	QUANTIDADE MÁXIMA APROXIMADA (TON.METRICAS)	EXPORTACAO MÁXIMA VALOR DO MERCADO MILHOES	
ARROZ	1981	3.800	Dólares	2.0
TRIGO	1981	15.700	Dólares	3.0
TOTAL			Dólares	5.0

Alínea II. Regras de Pagamento: Crédito em Moeda Local Conversível, (40 anos).

A. Pagamento Inicial - 5 por cento.

B. Pagamento em Moeda Local - 5 por cento para a Secçao 104 (a).

C. Número de Prestaçoes - Trinta e Uma (31).

D. Montante de Cada Prestaçao - Prestaçoes Anuais Aproximadamente Iguais.

E. Data do Vencimento do Pagamento da Primeira Prestaçao - Dez (10) anos depois da data da Última entrega da mercadoria, por ano civil.

F. Taxa de Juros Inicial - Dois (2) por cento.

G. Taxa de Juros Contínua - Três (3) por cento.

Alínea III. Quadro de Mercado Usual:

MERCADORIA	PERIODO DE IMPORTACAO (ANO CIVIL E.U.A.)	MERCADOS USUAIS (TON.METRICAS)
ARROZ	1981	20.000
TRIGO/FARINHA DE TRIGO (na base do equivalente em grao)	1981	59.000

Alínea IV. Limitaçao de Exportaçao:

A. O período de limitaçao de exportaçao será o ano fiscal de 1981 dos Estados Unidos da América ou qualquer ano fiscal subsequente dos E.U.A. durante o qual as mercadorias financiadas ao abrigo deste acôrdo serao utilizadas ou importadas.

B. Para o efeito da Parte I, Artigo (A) (4) deste acôrdo, as mercadorias que nao podem ser exportadas sao: para o arroz -- arroz em forma de "paddy", com casca e limpo e, para o trigo/farinha de trigo -- trigo, farinha de trigo, trigo enrolado, semolina, farinha ou bulger (ou o mesmo produto sob um nome diferente).

Alínea V. Medidas de Auto-Ajuda:

A. O Governo do país importador concorda em procurar medidas adequadas a fim de melhorar a produçao, armazenagem e distribuiçao dos produtos agrícolas. Ao implementar estas medidas de auto-ajuda um enfâse especial será dado para contribuir directamente no desenvolvimento das áreas rurais pobres e permitir aos pobres

participar activamente no aumento da produçao agrícola através de pequenas fazendas agrícolas.

B. O Governo da República Popular de Moçambique concorda em assumir as seguintes actividades e, assim, providenciar um financiamento adequado, recursos técnicos e administrativos para a sua implementaçao:

1. Continuar a rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuiçao igual aos produtores;

2. Continuar as seguintes actividades em relaçao ao Programa da FAO-NORDIC (MONAP):

A. Apoiar a produçao, melhoramento e distribuiçao de sementes;

B. Melhorar armazenagem, manuseamento e o sistema de distribuiçao relacionada com a produçao da alimentaçao básica e necessidades agrícolas.

C. Melhorar a qualidade e uso de terra agrícola disponível para pequenos agricultores.

3. Rever uma forma de programar uma assistência alimentar segura, estabelecendo uma reserva de cereais para fornecimentos, construçao de armazens nos três portos principais, provisionar equipamento para a comercializaçao dos cereais para alimentaçao e recolha do cereal, providenciar teams móveis para controle de quantidades e de stock, obtençao de assistência técnica para negociar o cereal.

Alínea VI. Objectivos do Desenvolvimento Económico para os quais as receitas a favor do país importador vao ser utilizadas:

A. As mercadorias fornecidas ao abrigo deste acôrdo, ou as receitas do país importador da venda de tais mercadorias, serao usadas para os seguintes projectos/programas que beneficiam directamente as pessoas necessitadas do país importador;

1. As seguintes medidas de auto-ajuda estabelecida na alínea V do acôrdo; e/ou

2. A implementaçao de programas para construir estradas para o escoamento de produtos para as áreas de maior produtividade agrícola e assegurar a conservaçao das estradas rurais existentes.

3. Instituir um estudo básico para generalizar relatórios agrícolas, seus custos, mercados, e informaçoes gerais sobre a economia rural de produçao doméstica de trigo, milho, arroz e outros cereais.

4. Reactivar, a nível local, a rede meteorológica e fazer com que os orgaos locais conheçam a importância desta actividade a fim de melhorar o controle destas tarefas, assegurando que o apuramento destas informaçoes sejam transmitidas aos orgaos centrais.

B. Os projectos/programas identificados na Alínea VI (A) beneficiarao os mais necessitados, do seguinte modo:

1. A qualidade de semente deteriorou e as disponíveis sao pouco sortidas. Com a produçao de melhor semente, qualidade e distribuiçao, e com a introduçao de sementes tolerantes à seca e mais variedades nas zonas de chuvas irregulares, aumentará a plantaçao dos pequenos agricultores e, assim, reduzirá o risco tanto para o agricultor, como para o mercado.

2. Programas de produçao de produtos e insumos agrícolas, com melhores armazens e sistema de transportes, incluindo manutençao e expansao de estradas rurais, melhorarao a produçao agrícola e a expansao do escoamento de produtos alimentares. A comercializaçao de insumos agrícolas, aumentará a disponibilidade de mercadorias essenciais tais como, fertilizantes, pesticídas e pequenos implementos agrícolas. A comercializaçao das colheitas, melhoramento dos mercados e da distribuiçao reduzirá perdas e injustiças nos mercados rurais e urbanos, em todo o país.
3. O uso de terra agrícola e actividades de conservaçao terao como objectivos reduzir e controlar o crescimento de matagais nas zonas agrícolas, assim mantendo e alargando as afeas de cultivo dos pequenos agricultores.
4. Projectos de investigaçao, criaçao e imunizaçao pecuária melhorarao as oportunidades de emprego bem como desenvolver a expansao de programas para pequenos animais que aumentaria as possibilidades do pequeno agricultor diversificar a sua produçao.
5. Reflorestamento, conservaçao e projectos proporcionarao um melhoramento salarial através de um projecto intensivo para o trabalhador. Da regeneraçao de combustível de madeira e um produçao eficiente e mercados providenciarao um combustível economômico para as famílias rurais e urbanas.
6. Rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuiçao igual aos agricultores e fornecer informaçoes básicas para uma conduta e valorizaçao dos pro-

jectos agrícolas.

7. Melhorar o potencial agrícola por meio de expansao de irrigaçao e construçao de represas como medida para aumentar a capacidade de reserva de água no solo que, assim, reduzirá perdas aos pequenos agricultores, provocadas pelas secas.

8. Providenciar para que estudos científicos climatológicos forneçam relatórios relacionados com a agricultura criando, para o efeito, um departamento agro-meteorológico nos serviços de meteorologia, beneficiando assim os pequenos agricultores de medidas estabelecidas em caso de desastres naturais.

9. Da elaboraçao e implementaçao de um programa de segurança alimentar resultará um melhoramento de cereais para consumo interno, durante as épocas de faltas e de secas.

10. Fortalecendo a comissao nacional existente para os desastres naturais, resultará um aumento no fornecimento de alimentaçao nas áreas rurais e melhorará o escoamento dos produtos ao pequeno agricultor e outros necessitados de assistência alimentar urgente.

COMO TESTEMUNHAS, os respectivos representantes, devidamente autorizados para o fim, assinaram o presente Acôrdo.

Feito em MAPUTO, neste dia 23 de Fevereiro de 1981, em duplicado.

PELO GOVERNO DOS
ESTADOS UNIDOS DA AMÉRICA

William H. Twaddell

William H. Twaddell

PELO GOVERNO DA REPÚBLICA
POPULAR DE MOCAMBIQUE

Janet R. Mondlane

Janet R. Mondlane

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—90-483

10101

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10101

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and MALAYSIA

Effected by Exchange of Notes
Signed at Kuala Lumpur December 5, 1980
and February 27, 1981

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S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MALAYSIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Kuala Lumpur December 5, 1980 and
February 27, 1981;
Entered into force February 27, 1981;
Effective January 1, 1981.

The American Ambassador to the Malaysian Secretary General,
Ministry of Trade and Industry

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 298

KUALA LUMPUR, *December 5, 1980*

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by Protocol adopted on December 14, 1977[1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions held in Geneva in July and in Kuala Lumpur in October 1980 between representatives of the Government of the United States of America and the Government of Malaysia concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Malaysia. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of Malaysia.

1. The term of the Agreement shall be the four year period from January 1, 1981 through December 31, 1984. Each "Agreement year" shall be a calendar year.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(B) For purposes of this Agreement, the categories listed below are merged and treated as single categories and sub-categories as indicated:

Categories Merged	Designation in Agreement	Sub-categories
333,334,335	333/334/335	333,334,335
638,639	638/639	None
338,339	338/339	339
347,348	347/348	348
445,446	445/446	None

3. Textiles and textile products covered by the Agreement shall be classified in three groups, as follows:

GROUP I Yarns, fabrics, made-up goods, and miscellaneous textile products of cotton and man-made fibers: (Categories 300–330, 360–369, 600–630, 660–669).

GROUP II Apparel of cotton and man-made fibers: (Categories 331–359, 631–659).

GROUP III Wool textiles and textile products: (Categories 400–469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 12. The categories referred to in the above definitions are those summarized in Annex A.

4. Commencing with the first Agreement year, and during the subsequent term of the Agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of those cotton, wool and man-made fiber textiles and textile products in the categories and sub-categories contained in Annex B to the limits shown therein and in paragraph 8. Such limits may be adjusted in accordance with paragraphs 5 (swing) and 6 (carryover/carryforward). Exports are subject to limits or levels for the year in which exported. The limits as set out in Annex B do not include the adjustments permitted under paragraphs 5 and 6.

5. During any Agreement year, any specific limit or sub-limit set out in Annex B may be exceeded by not more than 5 percent (swing) if a corresponding reduction is made in one or more other specific limits in the same group during the same Agreement year.

If recourse is had to this paragraph, the Government of Malaysia shall indicate to the Government of the United States which specific limits or sub-limits it intends to exceed and which it wishes decreased.

Adjustments made pursuant to this paragraph are in addition to those permitted under paragraph 6.

6. In any Agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any

limit set out in Annex B by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's limits;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and shall be charged against the immediately following Agreement year's corresponding limits;

(4) (A) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and Malaysia have agreed upon the amounts of shortfall involved.

(B) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Malaysia to the United States of America during an Agreement year are below any applicable specific limit or sub-limit as set out in Annex B. In the Agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

7. Categories not subject to specific limits (nor to designated consultation limits, if any are established under this Agreement) are subject to the consultation mechanism set forth below:

(A) In the event that the Government of the United States of America believes that imports from M: 'aysia classified in any category or categories in Annex A not covered by specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Malaysia with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of Malaysia at the time of the request with data similar to that envisioned in Annex A of the Arrangement regarding International Trade in Textiles which, in the view of the Government of the United States of America show: 1) the existence of market disruption, and 2) the role of exports from Malaysia of the product or products concerned from Malaysia in that disruption.

(B) The Government of Malaysia agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 60 days of the receipt of the request.

(C) During the 60 day period, the Government of Malaysia agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 30 percent of the amount entered in the first 12 of the most recent 14 months preceding the date of request.

(D) (1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the category concerned, the level of which will not be less than the amount entered during the first 12 of the most recent 14 months preceding the date of request plus 20 percent in the case of cotton and man-made fiber categories or plus 6 percent in the case of wool categories.

(2) Any specific limit established pursuant to this paragraph will increase in succeeding Agreement years by 6.5 percent per year in the case of cotton and man-made fiber categories and by 1 percent per year in the case of wool categories.

8. Within the specific limit for merged category 333/334/335, including any adjustments made pursuant to paragraphs 5 and 6, shipments under any of the individual sub-categories within any Agreement year shall not exceed 50 percent of the adjusted specific limit for this merged category.

9. In accordance with Article 12, paragraph 3 of the Arrangement, and subject to the establishment of a mutually agreed upon certification system, Malaysian exports of hand-loom fabrics of the cottage industry or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products, will not be subject to the provisions of the Agreement.

10. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States within each category evenly throughout the Agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels for each Agreement year, if allowed entry into the United States, will be charged to the applicable level for the succeeding Agreement year. The Government of the United States will promptly notify the Government of Malaysia of any such charges and will be prepared to consult concerning differences in data.

11. The Government of the United States of America shall promptly supply the Government of Malaysia with monthly data on imports of textiles from Malaysia, and the Government of Malaysia shall promptly supply the Government of the United States of America with monthly data on exports of textiles to the United States. Each

Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and man-made fiber components;

(II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers;

(III) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the United States of America and the Government of Malaysia agree to consult on any question arising in the implementation of the Agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

15. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification to this Agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

16. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Malaysia of textiles covered by the Agreement.

17. The Government of Malaysia shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

18. Either Government may terminate the Agreement effective at the end of any Agreement year by written notice to the other

Government to be given at least 90 days prior to the end of such Agreement year.

19. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

If the foregoing proposal is acceptable to the Government of Malaysia this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

BARBARA WATSON

His Excellency
Y. B. TAN SRI NASRUDDIN BIN MOHAMED
Secretary General
Ministry of Trade and Industry
Kuala Lumpur

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
Yarn—			
Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
Wool			
400	Tops and Yarns	2.0	Lb.
Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun Cellulosic	3.4	Lb.
604	Spun Noncellulosic	4.1	Lb.
605	Other Yarns	3.5	Lb.
Fabric—			
Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
	M and B – Men's and Boys' W, G, and I – Women's, Girls' and Infants' N.K. – Not Knit		

Category	Description	Conversion Factor	Unit of Measure
Fabric—Continued			
Cotton—Continued			
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other fabrics, N.K.	1.0	SYD
Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and Upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other fabrics	1.0	SYD
Man-made Fiber			
610	Cont. Cellulosic, N.K.	1.0	SYD
611	Spun Cellulosic, N.K.	1.0	SYD
612	Cont. Noncellulosic, N.K.	1.0	SYD
613	Spun Noncellulosic, N.K.	1.0	SYD
614	Other fabrics N.K.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
Apparel—			
Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type Coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G, and I	41.3	Dz.
336	Dresses (Incl. uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.
338	Knit shirts (Incl. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and Blouses (Incl. T-shirts, other and sweatshirts), W, G, and I	7.2	Dz.
340	Shirts, N.K.	24.0	Dz.
341	Blouses, N.K.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G, and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beachrobes, house coats and others	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
Wool			
431	Gloves	2.1	Pr.
432	Hosiery	2.8	Pr.
433	Suit-type coats, M and B	36.0	Dz.
434	Other coats, M and B	54.0	Dz.

Category	Description	Conversion Factor	Unit of Measure
Apparel—Continued			
Wool—Continued			
435	Coats, W, G, and I	54. 0	Dz.
436	Dresses	49. 2	Dz.
438	Knit shirts and Blouses	15. 0	Dz.
440	Shirts and Blouses, N.K.	24. 0	Dz.
442	Skirts	18. 0	Dz.
443	Suits, M and B	54. 0	Dz.
444	Suits, W, G, and I	54. 0	Dz.
445	Sweaters, M and B	14. 88	Dz.
446	Sweaters, W, G, and I	14. 88	Dz.
447	Trousers, Slacks, and Shorts (outer) M and B	18. 0	Dz.
448	Trousers, Slacks and Shorts (outer) W, G, and I	18. 0	Dz.
459	Other wool apparel	2. 0	Lb.
Man-made Fiber			
630	Handkerchiefs	1. 7	Dz.
631	Gloves	3. 5	DPR.
632	Hosiery	4. 6	DPR.
633	Suit-type coats, M and B	36. 2	Dz.
634	Other coats, M and B	41. 3	Dz.
635	Coats, W, G, and I	41. 3	Dz.
636	Dresses	45. 3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21. 3	Dz.
638	Knit shirts (Incl. T-shirts), M and B	18. 0	Dz.
639	Knit shirts and Blouses (Incl. T-shirts), W, G, and I	15. 0	Dz.
640	Shirts, N.K.	24. 0	Dz.
641	Blouses, N.K.	14. 5	Dz.
642	Skirts	17. 8	Dz.
643	Suits, M and B	54. 0	Dz.
644	Suits, W, G, and I	54. 0	Dz.
645	Sweaters, M and B	36. 8	Dz.
646	Sweaters, W, G, and I	36. 8	Dz.
647	Trousers, Slacks and Shorts (Outer) M and B	17. 8	Dz.
648	Trousers, Slacks and Shorts (outer), W, G, and I	17. 8	Dz.
649	Brassieres, etc.	4. 8	Dz.
650	Dressing gowns, Incl. Bath and Beach Robes	51. 0	Dz.
651	Pajamas and Other Nightwear	52. 0	Dz.
652	Underwear	16. 0	Dz.
659	Other Apparel	7. 8	Lb.
Made-ups and Misc. Cotton			
360	Pilloweases	1. 1	No.
361	Sheets	6. 2	No.
362	Bedspreads and Quilts	6. 2	No.
363	Terry and Other pile towels	0. 5	No.
369	Other cotton manufactures	4. 6	Lb.

Category	Description	Conversion Factor	Unit of Measure
Fabric—Continued			
Wool			
464	Blankets and Auto robes	1.3	Lb.
465	Floor covering	0.1	SFT.
469	Other wool manufactures	2.0	Lb.
Man-made Fiber			
665	Floor coverings	0.1	SFT.
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B

Specific Limits

Category	Units	First Year	Second Year	Third Year	Fourth Year
GROUP I					
604	SYE	4,500,000	4,792,500	5,104,013	5,435,773
GROUP II					
331	DOZ	508,200	541,233	576,413	613,880
340	DOZ	270,635	288,266	306,961	326,913
333/334/335	DOZ	66,418	70,735	75,333	80,230
(333)		[1]	[1]	[1]	[1]
(334)		[1]	[1]	[1]	[1]
(335)		[1]	[1]	[1]	[1]
338/339	DOZ	338,281	413,519	440,398	469,024
(339)	DOZ	(155,000)	(165,075)	(175,805)	(187,232)
347/348	DOZ	153,000	162,945	173,536	184,816
(348)	DOZ	(80,000)	(85,200)	(90,738)	(96,636)
638/639	DOZ	160,000	170,400	181,476	193,272
GROUP III					
445/446	DOZ	24,567	24,813	25,061	25,311

[1] See paragraph 8 for sub-category limit provisions. [Footnote in the original.]

The Malaysian Secretary General, Ministry of Trade and Industry, to the American Ambassador

MINISTRY OF
TRADE AND INDUSTRY
MALAYSIA

Telefon:
Telegram: DAGANG, KUALA LUMPUR
Fail Tuan:
Fail Kita: BPA.C&I(T)Y.1221:7/X

KEMENTERIAN
PERDAGANGAN DAN PERINDUSTRIAN
MALAYSIA
BLOK 10, KOMPLEKS PEJABAT-
PEJABAT KERAJAAN,
JALAN DUTA,
KUALA LUMPUR 11-04

27th February 1981

H.E. Barbara Watson
Ambassador of the United
States of America
A.I.A. Building
Jalan Ampang
Kuala Lumpur

Excellency,

I refer to your letter of December 5, 1980 concerning the exports of cotton, wool and man-made fiber textiles and textile products from Malaysia to the United States of America, which reads as follows:

"I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by Protocol adopted on December 14, 1977 at Geneva (hereinaft r referred to as the Arrangement).

I have also the honor to refer to discussions held in Geneva in July and in Kuala Lumpur in October 1980 between representatives of the Government of the United States of America and the Government of Malaysia concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Malaysia. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of Malaysia.

1. The term of the Agreement shall be the four year period from January 1, 1981 through December 31, 1984. Each "Agreement year" shall be a calendar year.

2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(B) For purposes of this Agreement, the categories listed below are merged and treated as single categories and sub-categories as indicated:

Categories Merged	Designation in Agreement	Sub-categories
333,334,335	333/334/335	333,334,335
638,639	638/639	None
338,339	338,339	339
347,348	347/348	348
445,446	445/446	None

3. Textiles and textile products covered by the Agreement shall be classified in three groups, as follows:

GROUP I — Yarns, fabrics, made-up goods, and miscellaneous textile products of cotton and man-made fibers: (Categories 300-330, 360-369, 600-630, 660-669).

GROUP II — Apparel of cotton and man-made fibers: (Categories 331-359, 631-659).

GROUP III — Wool textiles and textile products: (Categories 400-469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 12. The categories referred to in the above definitions are those summarized in Annex A.

4. Commencing with the first Agreement year, and during the subsequent term of the Agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of those cotton, wool and man-made fiber textiles and textile products in the categories and sub-categories contained in Annex B to the limits shown therein and in paragraph 8. Such limits may be adjusted in accordance with paragraphs 5 (swing) and 6 (carryover/carryforward). Exports are subject to limits or levels for the year in which exported. The limits as set out in Annex B do not include the adjustments permitted under paragraphs 5 and 6.

5. During any Agreement year, any specific limit or sub-limit set out in Annex B may be exceeded by not more than 5 percent (swing) if a corresponding reduction is made in one or more other specific limits in the same group during the same Agreement year.

If recourse is had to this paragraph, the Government of Malaysia shall indicate to the Government of the United States which specific limits or sub-limits it intends to exceed and which it wishes decreased.

Adjustments made pursuant to this paragraph are in addition to those permitted under paragraph 6.

6. In any Agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's limits;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and shall be charged against the immediately following Agreement year's corresponding limits;

(4) (A) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and Malaysia have agreed upon the amounts of shortfall involved.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Malaysia to the United States of America during an Agreement year are below any applicable specific limit or sub-limit as set out in Annex B. In the Agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

7. Categories not subject to specific limits (nor to designated consultation limits, if any are established under this Agreement) are subject to the consultation mechanism set forth below:

(A) In the event that the Government of the United States of America believes that imports from Malaysia classified in any category or categories in Annex A not covered by specific limits are, due to

market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Malaysia with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of Malaysia at the time of the request with data similar to that envisioned in Annex A of the Arrangement Regarding International Trade in Textiles which, in the view of the Government of the United States of America show: 1) the existence of market disruption, and 2) the role of exports from Malaysia of the product or products concerned from Malaysia in that disruption.

(B) The Government of Malaysia agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 60 days of the receipt of the request.

(C) During the 60 day period, the Government of Malaysia agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 30 percent of the amount entered in the first 12 of the most recent 14 months preceding the date of request.

(D) (1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the category concerned, the level of which will not be less than the amount entered during the first 12 of the most recent 14 months preceding the date of request plus 20 percent in the case of cotton and man-made fiber categories or plus 6 percent in the case of wool categories.

(2) Any specific limit established pursuant to this paragraph will increase in succeeding Agreement years by 6.5 percent per year in the case of cotton and man-made fiber categories and by 1 percent per year in the case of wool categories.

8. Within the specific limit for merged category 333/334/335, including any adjustments made pursuant to paragraphs 5 and 6, shipments under any of the individual sub-categories within any Agreement year shall not exceed 50 percent of the adjusted specific limit for this merged category.

9. In accordance with Article 12, paragraph 3 of the Arrangement, and subject to the establishment of a mutually agreed upon certification system, Malaysian exports of handloom fabrics of the cottage industry or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products, will not be subject to the provisions of the Agreement.

10. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States within each category evenly throughout the Agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels for each Agreement year, if allowed entry into the United States, will be charged to the applicable level for the succeeding Agreement year. The Government of the United States will promptly notify the Government of Malaysia of any such charges and will be prepared to consult concerning differences in data.

11. The Government of the United States of America shall promptly supply the Government of Malaysia with monthly data on imports of textiles from Malaysia, and the Government of Malaysia shall promptly supply the Government of the United States of America with monthly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For the purposes of the Agreement, textiles and textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and man-made fiber components;

(II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers;

(III) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the United States of America and the Government of Malaysia agree to consult on any question arising in the implementation of the Agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

15. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification to this Agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

16. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Malaysia of textiles covered by the Agreement.

17. The Government of Malaysia shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

18. Either Government may terminate the Agreement effective at the end of any Agreement year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement year.

19. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

If the foregoing proposal is acceptable to the Government of Malaysia this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an Agreement between our two Governments."

I have the honour to confirm that the proposal in your letter is acceptable to the Government of Malaysia and that Your Excellency's letter and this reply shall constitute an agreement between our two Governments.

Please accept, Your Excellency, the assurances of my highest consideration.

Yours sincerely,

(TAN SRI NASRUDDIN MOHAMED)
Secretary General
Ministry of Trade and Industry

yfk/jo

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AVIATION

Search and Rescue

Memorandum of Understanding Between the United States of America and Papua New Guinea

Signed at Honolulu and Port Moresby
November 8, 1980 and February 26, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAPUA NEW GUINEA

Aviation: Search and Rescue

Memorandum of understanding signed at Honolulu and Port Moresby November 8, 1980 and February 26, 1981;
Entered into force February 26, 1981.

SEARCH AND RESCUE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAR COORDINATOR, SOUTHWEST PACIFIC SAR SUBREGION
COMMANDER IN CHIEF, PACIFIC AIR FORCES
UNITED STATES OF AMERICA

AND

THE DIRECTOR OF CIVIL AVIATION
PAPUA NEW GUINEA

I. Under the provisions of the Convention on International Civil Aviation Organization (ICAO),[1] the Civil Aviation Agency, Papua New Guinea, is responsible for SAR within the Port Moresby Flight Information Region (FIR). Additionally, under the United States National SAR Plan and implementing directives, the Commander in Chief, Pacific Air Forces (CINCPACAF) has been delegated responsibility to function as Search and Rescue Coordinator (SAR COORD) for United States interests within the Southwest Pacific Subregion, which includes the Port Moresby FIR. He discharges this responsibility through the Western Pacific Rescue Coordination Center (WESTPAC RCC), Kadena Air Base, Japan. In recognition of the overlapping areas of responsibility described, this Memorandum of Understanding (MOU) is deemed necessary and appropriate.

II. The purpose of this agreement is to establish the relationship between the Civil Aviation Agency, Papua New Guinea, and the SAR COORD, Southwest Pacific Subregion (USAF) for mutual SAR operations within the Port Moresby FIR.

III. Signatories agree to the following:

1. The Civil Aviation Agency, Papua New Guinea, and the CINCPACAF SAR COORD, Southwest Pacific Subregion (USAF) will maintain RCCs equipped in accordance with the provisions of Annex 12, ICAO.

2. Information concerning current SAR resources available will be exchanged by each agency to facilitate knowledge of SAR capabilities.

3. SAR communications test exercises will be conducted at least once quarterly to assure availability in emergencies. Current SAR resources information may be included as part of the communications test.

IV. Specific Responsibilities of WESTPAC RCC:

1. In response to a United States military SAR incident in the Port Moresby FIR, the WESTPAC RCC will provide all possible assistance including, as necessary, the deployment of aircraft, support personnel and equipment, and SAR controllers to assist the Port Moresby RCC.

2. In response to requests for assistance in civil SAR incidents, WESTPAC RCC will provide, as necessary, SAR aircraft, support personnel and equipment, and SAR controllers on the basis of noninterference with United States military activities.

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[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

V. Specific Responsibilities of the Port Moresby RCC:

1. Port Moresby RCC will respond to all SAR incidents within its area of responsibility and immediately notify the WESTPAC RCC of:

a. Any SAR incident which involves United States military personnel, aircraft, or vessel or civil aircraft/vessel under charter to United States Government.

b. Any United States assistance desired in the prosecution of SAR efforts involving civil incidents.

2. The Civil Aviation Agency will take steps to facilitate the temporary entry into the Port Moresby FIR of the United States military SAR forces required to assist in SAR operations.

VI. Command and control of United States military forces participating in a SAR mission will remain with the parent military authority, exercised through the assisting WESTPAC SAR COORD. The overall control of air traffic within the Port Moresby FIR will remain with the Civil Aviation Agency, Papua New Guinea.

VII. United States military aircraft will pay for maintenance, aircraft servicing and refueling incurred to commercial vendors in accordance with the USAF Foreign Clearance Guide. United States military aircraft responding to a request from Papua New Guinea for SAR assistance will be exempted from fees for en route navigation, landing and ground handling. The parties to this agreement, and their respective governments, expressly waive any and all claims against each other for damages to each other's property or equipment or for injuries to or the death of each other's agents or employees, provided such claims result or arise from, or are incident to, SAR activities performed pursuant to this agreement.

VIII. This MOU shall not be construed as an obstruction of prompt action by any agency or individual to aid persons in distress whenever or wherever found.

IX. This MOU may be revised or modified by mutual consent at any time. It will be reviewed annually by each signatory. If no revision is required, a letter to that effect will satisfy the annual review requirements.

X. This agreement shall become effective upon the date the signatures of the authorized representatives of both parties have been affixed and will terminate five years from the effective date. This agreement may be cancelled at any time by mutual consent, or by either party upon giving ninety days' notice to the other party.

JAMES D. HUGHES, Lt General, USAF
Commander in Chief
Pacific Air Forces

DATE: 8 November 1980

[1]
Director of Civil Aviation
Papua New Guinea

DATE: 26 February 1981

[1] J. Wal.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—90-601

10103

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10103

AGRICULTURAL TRADE AND COOPERATION

Joint Statement Between the
UNITED STATES OF AMERICA
and the HUNGARIAN PEOPLE'S REPUBLIC

Signed at Washington May 13, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $ 145. per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

HUNGARIAN PEOPLE'S REPUBLIC

Agricultural Trade and Cooperation

Joint statement signed at Washington May 13, 1981;
Entered into force May 13, 1981.

JOINT STATEMENT ON THE DEVELOPMENT OF AGRICULTURAL TRADE AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE HUNGARIAN PEOPLE'S REPUBLIC

The Department of Agriculture of the United States of America and the Ministry of Agriculture and Food of the Hungarian People's Republic, hereinafter collectively referred to as the Parties,

- Recognizing the steady improvement of relations between the two countries,

- Believing that the expansion of agricultural trade and cooperation would be of mutual benefit,

- Having expressed a desire to expand economic, scientific and technical cooperation in the field of agriculture,

Have agreed to the following statement:

ARTICLE I

In order to further promote the accomplishment of the objectives laid down in Article II of the Agreement on Trade Relations between the United States of America and the Hungarian People's Republic, signed on March 17, 1978,[1] in Budapest, the two Parties will strengthen and widen their collaboration in the field of agriculture.

In accordance with the principles and provisions set forth in the relevant agreements concluded between their two Governments, the two Parties declare their intention to expand bilateral agricultural trade, and to promote cooperation in agricultural science and technology between the ministries, research organizations and institutions of both countries. The Parties will consult on the situation and outlook for bilateral agricultural trade, and on measures to facilitate and enhance such trade.

The Parties will endeavor to promote harmonious development of agricultural cooperation and mutual benefit in the field of plant production, animal husbandry and related areas. In order to ensure the development of economic

[1] TIAS 8967; 29 UST 2711.

relations, and to promote the flow of information, both Parties will, on a regular and timely basis, exchange data, forecasts and other information on production, utilization on trade of major agricultural commodities in their countries.

Joint activities for the promotion of economic contacts, and specification of the exchange of information will be determined by the two Parties in accordance with the agricultural policies of the respective countries and within the framework referred to in Article III.

ARTICLE II

In order to develop working relationships, both Parties will promote and facilitate joint activities and contacts between representatives of the parties and companies, associations, and educational and research institutions in both countries, and they will facilitate and promote joint research and exchange visits by agricultural researchers, specialists and scientific trainees.

Cooperative activities of mutual interest and benefit to the Parties may be identified by consultations between specialists associated with the Parties.

The Parties will also encourage training institutions, universities, private research organizations and cooperatives in each of their respective countries to undertake working contacts with similar entities located in the country of the other Party.

Scientific and technical cooperation between the Parties will be promoted according to the principles established under the relevant intergovernmental agreement.

Those entities referred to in Article II which cooperate with the Parties in seeking the objectives of this Joint Statement will be allowed maximum latitude in carrying out programs of mutual benefit to the Parties.

ARTICLE III

In order to facilitate and promote cooperation between the Parties, the permanent Working Group on Agricultural Cooperation - co-chaired by representatives of the Parties - is confirmed under the Joint Statement, in accordance with the terms of reference attached to the Minutes of the Joint Economic and Commercial Committee signed in Budapest, March 9, 1979,[1] and with the Program of Cooperation and Exchanges in Culture, Education, Science and Technology signed October 25, 1979[2] in Washington, D.C.

The Working Group will hold meetings annually at a mutually agreed date or if practical at the times of the session of the Joint Economic and Commercial Committee, to discuss the implementation of the objectives set out in the present Joint Statement.

The entities referred to in Article II shall regularly inform the Working Group about their joint activities. Representatives of the Working Group will be present to provide information at annual sessions of the Joint Economic and Commercial Committee. The executive agents of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology will also be informed of the activities of the Working Group.

In order to maintain the continuity of activities, the Parties will regularly assess and evaluate the accomplishments of tasks specified in the Joint Statement. The mutually adopted program for cooperation and the results attained will be taken down in the official proceedings at the Working Group sessions.

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[1] Not printed.
[2] TIAS 9652; 31 UST 5009.

ARTICLE IV

Subsequent to the signing of this Joint Statement, the Parties will develop their relations as specified. Cooperative activities will be undertaken in accordance with the laws of the two countries and as funds are available.

The Joint Statement will be effective for five years unless it is extended by mutual agreement. The Joint Statement may be made null and void six months after either Party's written notice. In the event of its recall, measures will be taken to complete ongoing activities.

Signed in Washington, D.C. May 13, 1981 in the English and Hungarian languages, each text being equally authentic.

For the Department of Agriculture
of the United States of America

[1]

For the Ministry of Agriculture
and Food of the Hungarian
People's Republic

[2]

[1] Seeley G. Lodwick.
[2] Imre Kovacs.

KÖZÖS NYILATKOZAT

A Magyar Népköztársaság és az Amerikai Egyesült Államok közötti mezőgazdasági áruforgalmazás és együttmüködés fejlesztésére

A Magyar Népköztársaság Mezőgazdasági és Élelmezésügyi Minisztériuma és az Amerikai Egyesült Államok Mezőgazdasági Minisztériuma - továbbiakban együttesen a Felek -

- felismerve a két ország közötti kapcsolatok egyenletes javulását
- abban a meggyőződésben, hogy a mezőgazdasági árucsere forgalom és együttmüködés fokozása kölcsönösen előnyös,
- kifejezve azt a kívánságot, hogy a mezőgazdaság területén fejlesszék a gazdasági-, tudományos és müszaki együttmüködést

a következő nyilatkozatban állapodtak meg:

I.

A Magyar Népköztársaság és az Amerikai Egyesült Államok közötti kereskedelmi kapcsolatokról 1978. március 17-én Budapesten aláirt megállapodás II. fejezetében meghatározott feladatok megvalósitásának előmozditása érdekében a felek megerősitik és szélesitik együttmüködésüket a mezőgazdaság területén.

Összhangban a két kormány között megkötött vonatkozó megállapodásokban kifejtett elvekkel és rendelkezésekkel, a felek kinyilvánitják szándékukat a kétoldalu mezőgazdasági árucsere forgalom és mezőgazdasági tudományos és technológiai együttmüködés bővitésének előmozditására, a két ország

mezőgazdasági minisztériumai, kutató intézetei és intézményei között. A Felek konzultálni fognak a kétoldalu mezőgazdasági kereskedelem helyzetéről, ennek jövőbeni kilátásairól, továbbá a kereskedelem előmozditására és növelésére teendő intézkedésekről.

A Felek törekednek a mezőgazdasági kooperáció harmónikus fejlesztésére és kölcsönös támogatására a növénytermesztésben, az állattenyésztésben és az azokhoz kapcsolódó területeken. A gazdasági kapcsolatok fejlesztésének biztositása és az információáramlás elősegitése érdekében a két Fél rendszeresen és időszakosan adatokat, előrejelzéseket, valamint a fő mezőgazdasági termékeknek az országaikban folyó termelésére, felhasználására és kereskedelmére vonatkozó egyéb információkat cserél.

A gazdasági kapcsolatok előmozditására irányuló közös tevékenységet és az információcserére vonatkozó előirásokat a két fél az országaik mezőgazdasági politikájával összhangban, valamint a III. cikkelyben előirányzott szervezeti kereten belül fogja meghatározni.

II.

A munkakapcsolatok fejlesztése érdekében mindkét fél elősegiti a partnerek, társaságok, szövetségek, oktatási és kutatóintézetek képviselői közötti érintkezést és közös tevékenységet. Elősegitik továbbá a közös kutatómunkát, valamint a mezőgazdasági kutatók, szakemberek és tudományos gyakornokok cserelátogatásait.

A közös érdekeltségre és támogatásra számot tartó kooperációs tevékenységi körök a felekkel kapcsolatban álló szakértők konzultációin határozhatók meg.

A Felek ugyancsak ösztönözni fogják az oktatási intézményeket, egyetemeket, magán kutató intézeteket és szövetkezeteket arra, hogy munkakapcsolatba lépjenek a másik Fél országában található hasonló jellegü intézményekkel.

A Felek közötti müszaki-tudományos együttmüködés ösztönzése a vonatkozó kormányközi egyezményben lefektetett alapelveknek megfelelően történik.

A II. cikkely értelmében azok az intézmények, amelyek jelen Közös Nyilatkozat céljainak valóra váltása érdekében kooperációt hoznak létre, mindkét országban a legnagyobb mozgásszabadságot élvezhetik a kölcsönösen támogatott programok kivitelezése terén.

III.

A Felek közötti együttmüködés megkönnyitése és előmozditása céljából a Közös Nyilatkozat alapján - a Felek képviselőinek társelnöksége alatt - az állandó mezőgazdasági kooperációs munkacsoport, összhangban a gazdasági és kereskedelmi vegyesbizottság 1979. március 9-én Budapesten aláirt jegyzőkönyvéhez csatolt müködési szabályzattal és az 1979. október 25-án Washingtonban aláirt Kulturális, Oktatási és Müszaki-Tudományos Együttmüködési Csereprogrammal, megerősitésre kerül.

A munkacsoport kölcsönösen megállapodott időpontban, vagy ha célszerü, a gazdasági és kereskedelmi vegyesbizottság üléseinek időpontjában évenként tartja üléseit, a jelen Közös Nyilatkozatban meghatározott célkitüzések végrehajtásának megvitatására.
A II. cikkelyben emlitett intézmények a munkacsoportot közös tevékenységükről rendszeresen tájékoztatni fogják. A munkacsoport képviselői a gazdasági és kereskedelmi vegyesbizottság évenkénti ülésein jelen lesznek és tájékoztatást adnak.

A munkacsoport tevékenységéről szintén tájékoztatják a kulturális, oktatási és müszaki-tudományos együttmüködési és csereprogram végrehajtó képviseleteit.
A folyamatos tevékenység fenntartása céljából a Felek rendszeresen értékelik a Közös Nyilatkozatban meghatározott feladatok teljesitését. A közösen elfogadott együttmüködési programokat és az elért eredményeket a munkacsoport üléseinek hivatalos jegyzőkönyveiben rögzitik.

IV.

Jelen Közös Nyilatkozat aláirását követően, azzal összhangban a Felek fejleszteni fogják kapcsolataikat. A kooperációs tevékenységet a két ország törvényei és a rendelkezésre álló pénzügyi eszközök alapján valósitják meg.

A Közös Nyilatkozat öt évre szól, ha csak annak hatályát közös megállapodás alapján ki nem terjesztik. A Közös Nyilatkozat semissé válik, bármely fél irásbeli felmondását követő hat hónap mulva. Ilyen esetben a folyamatban lévő tevékenységek befejezésére intézkedést kell tenni.

Aláirva Washingtonban angol és magyar nyelven. Mindkét szöveg egyaránt hiteles.

A Magyar Népköztársaság
Mezőgazdasági és Élelmezésügyi Minisztériuma
nevében

Az Amerikai Egyesült Államok
Mezőgazdasági Minisztériuma
nevében

TIAS 10103

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10104

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10104

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TECHNICAL COOPERATION

Tax Administration and Training

Agreement Between the
UNITED STATES OF AMERICA
and SAUDI ARABIA

Signed at Riyadh May 17, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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SAUDI ARABIA

Technical Cooperation: Tax Administration and Training

Agreement signed at Riyadh May 17, 1981;
Entered into force September 24, 1981.

Article 2

AUTHORIZATION

The project will be carried out under the auspices of the United States - Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the provisions of the Technical Cooperation Agreement between the Governments of the United States and Saudi Arabia signed on February 13, 1975,[1] and extended on November 23, 1979,[2] which is hereby incorporated by reference and becomes part of this agreement.

[1] TIAS 8072; 26 UST 880.
[2] Should read "November 25, 1979". TIAS 9691; 31 UST 5889.

Article 3

SERVICES

1. IRS will provide specialized training for approximately nine (9) tax auditors of ZITD in analytical and examination techniques for use in field audits. IRS will develop material specifically for two (2) training sessions which will be six (6) weeks in duration each and held at IRS Training Centers in the United States. Additional training sessions may be conducted in Saudi Arabia, if needed, subject to the mutual agreement of IRS and ZITD.

2. IRS will assign long-term and short-term personnel to Saudi Arabia to acquaint ZITD with: A - The most modern auditing systems, B - The review of accounts, C - Tax processing technically and administratively, D - Field auditing systems, and E - Any other technical matters required for the ZITD's work". The long-term personnel shall consist of one (1) tax administration advisor with broad experience in tax management and compliance and one (1) senior data processing advisor. Short-term advisors will be provided as required, to assist the long-term personnel provide services under the project.

3. The training program in the United States and the technical assistance to ZITD in Saudi Arabia will follow the general guidelines in the reports prepared by IRS entitled "Tax Audit Training Survey of the Kingdom of Saudi Arabia, July 1980" and "Income Tax Administration in the Kingdom of Saudi Arabia, December 1980". These reports are hereby incorporated by reference and become part of this agreement.

Article 4

COORDINATION

1. IRS and ZITD shall each appoint an individual responsible for the coordination of the work under the project.

2. Overall coordination of the project with other activities of the United States - Saudi Arabian Joint Commission on Economic Cooperation and the provision of certain administrative facilities shall be the responsibility of Treasury.

3. The office of the Joint Economic Commission in Riyadh shall be the point of contact for all communications between IRS and Treasury and ZITD and MPNE.

4. IRS and ZITD shall be responsible for the coordination and implementation of all technical aspects of the project.

Article 5

LOCAL SUPPORT

1. ZITD shall support the project by:

a. identifying appropriate ZITD personnel to work with the U.S. personnel assigned to the project;

b. providing all available data which may be needed by the U.S. personnel assigned to the project;

c. providing adequate office space, office furnishings, utilities, telephone facilities, supplies, and maintenance and upkeep of such office space for each advisor assigned to Saudi Arabia under this project;

d. providing interpreter and translator services as needed; and

e. providing other related support as may be appropriate to the conduct by the experts of their official advisory duties.

2. IRS and Treasury may use funds deposited for the project by the Government of Saudi Arabia in the dollar trust account, to provide the supplies and services mentioned in this Article to the extent they are not provided by the Government of Saudi Arabia.

Article 6

FORCE MAJEURE

If any party to the agreement is rendered unable because of "force majeure" to perform its responsibilities under the project, these responsibilities shall be suspended during the period of continuance of such inability. The term force majeure means acts of God, acts of the public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the parties. During the period of suspension of performance caused by force majeure, Treasury may continue to pay normal costs of maintaining project personnel from funds advanced to the United States Government by the Saudi Arabian Government. In the event of suspension of a party's duties under the project because of force majeure, the parties shall consult and endeavor jointly to resolve any difficulties.

Article 7

ESTIMATED BUDGET

Formal budgets shall be submitted annually to MFNE by Treasury. The total cost for the first year of the project is estimated to be $717,000. The first year budget is attached as an Annex to this agreement.

Article 8

DOLLAR TRUST ACCOUNT

The Government of Saudi Arabia agrees to deposit in the dollar trust account in the United States Treasury the sum of $717,000 to cover the costs of the first year activities.

Article 9

ENTRY INTO FORCE, DURATION, AMENDMENT,

AND TERMINATION

1. This agreement shall enter into force upon deposit by the Government of Saudi Arabia of the sum described in Article 8. above.[1]

2. This agreement shall remain in effect for three years or until terminated by the parties hereto, in accordance with paragraph (4) below, or the termination of the Technical Cooperation agreement whichever shall occur first.

3. This agreement and the Annexes thereto may be amended or extended by the mutual written agreement of the parties.

4. This agreement may be terminated at any time at the discretion of either Government upon sixty (60) days written notice.

Done in Riyadh, Saudi Arabia, this 17th day of May, 1981.

For the
United States of America

Donald T. Regan[2]
Department of the Treasury

For the
Kingdom of Saudi Arabia

[3]
Ministry of Finance and
National Economy

[1] Sept. 24, 1981.
[2] Donald T. Regan.
[3] Muhammad Ibn Ali Aba Al-Khayl.

Annex

Budget

First Year Activity

PERSONNEL COMPENSATION AND BENEFITS	$264,226
TRAVEL AND TRANSPORTATION	100,038
HOUSING AND RELATED EXPENSES	134,990
OTHER COSTS	217,241
TOTAL COSTS	$716,495

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—90-803

10105

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10105

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ATOMIC ENERGY

Reprocessing of Special Nuclear Material

Agreements Between the
UNITED STATES OF AMERICA
and JAPAN

Extending the Agreement of
September 12, 1977

Signed at Washington February 24, 1981

with

Exchange of Notes

and

Exchange of Notes
Dated at Washington June 1, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Agreements extending the agreement of September 12, 1977.
Signed at Washington February 24, 1981;
Entered into force February 24, 1981.
With exchange of notes.
And exchange of notes
Dated at Washington June 1, 1981;
Entered into force June 1, 1981.

Joint Determination for Reprocessing of
Special Nuclear Material of United States Origin

On the basis of the understandings, principles and intentions set out in the Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977,[1] taken together with the modifications contained in the Note Verbale of the Embassy of Japan dated July 23, 1980, and the Note of the Secretary of State dated July 25, 1980,[2] as well as the Notes Verbales exchanged between the two Governments today; and

In view of Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons[3] and its undertakings therein with respect to safeguards, the limited amount of plutonium involved, the carefully monitored experimental character of the process involved, and the provisions for the application of effective safeguards by the International Atomic Energy Agency and for advanced safeguards experimentation;

1. The Government of Japan and the Government of the United States of America hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[4] that the provisions of Article XI of that Agreement may be effectively applied to the reprocessing during the period through June 1, 1981 in the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation of irradiated fuel elements containing up to an

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[1] TIAS 8734 ; 28 UST 8008.
[2] TIAS 9821 ; 32 UST.
[3] Done July 1, 1968. TIAS 6839 ; 21 UST 483.
[4] TIAS 6517, 7306, 7758 ; 19 UST 5225 ; 23 UST 275 ; 24 UST 2323.

additional 50 tonnes of fuel material received from the United States of America, over and above the 99 tonnes of fuel material mentioned in paragraph 1 of the Joint Determination of September 12, 1977.

2. No determination is now being made as to whether safeguards can be effectively applied to Purex reprocessing plants in general.

3. There is no change in the requirement for subsequent determinations as to whether the provisions of Article XI may be effectively applied to the reprocessing or other alteration in form or content of any special nuclear material or irradiated fuel elements subject to Article VIII C beyond the irradiated fuel elements to be reprocessed during the period mentioned in paragraph 1 above. However, the United States of America would be prepared to enter into an affirmative joint determination, if the mode of operating the said Facility is converted to full-scale coprocessing, subject to the requirements of its laws and mutual agreement on the scope and character of the coprocessing operation.

Thomas R. Pickering [1]
For the Government of the United States of America:

February 24, 1981
Kiyoshi Sumiya [2]
For the Government of Japan:

[1] Thomas R. Pickering.
[2] Kiyoshi Sumiya.

[EXCHANGE OF NOTES]

The Secretary of State to the Japanese Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and, with reference to the Joint Determination of February 24, 1981 (hereinafter referred to as "the Joint Determination"), has the honor to inform the latter as follows:

1. The Government of the United States of America considers it appropriate that the actions of the two countries during the period through June 1, 1981 will continue to be guided by the understandings, principles and intentions set out in the Joint Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977 (hereinafter referred to as "the Joint Communique"), taken together with the modifications contained in the Embassy's Note Verbale dated July 23, 1980, as well as in the Note of the Secretary of State dated July 25, 1980, except as modified herein. As is mentioned in paragraph 1 of the Joint Determination, the period of operation of the Tokai Reprocessing Facility will be extended through June 1, 1981.

2. The Government of the United States of America reaffirms the importance attached to effective International Atomic Energy Agency (hereinafter referred to as the "IAEA") safeguards at the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation (hereinafter referred to as "the Facility"), as expressed in paragraph III 6 of the Joint Communique, and understands that:

(i) The Government of Japan will continue to support improvements in safeguards effectiveness through the testing of advanced safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (hereinafter referred to as "the TASTEX") program.

(ii) The Government of Japan will take those steps which are necessary on its part to facilitate the incorporation into the existing safeguards procedures, during the period mentioned in paragraph 1 of the Joint Determination, of such elements of the TASTEX program as are identified by the IAEA for improving the effectiveness of safeguards at the Facility as well as other elements necessary for effective safeguards procedures. The latter would include measures designed to achieve: timely and independent IAEA verification of material balances in processing and in plutonium storage; improvements in containment and surveillance measures for spent fuel and other nuclear material; and timely and efficient performance of IAEA activities.

(iii) The Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed.

(iv) The Government of Japan will, as stated in the final paragraph of the Joint Communique, participate in regular consultations on the actual implementation of IAEA safeguards at the Facility and on progress with respect to improvements in these safeguards including those mentioned above.

T R P

DEPARTMENT OF STATE,
WASHINGTON, *February 24, 1981*

The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

February 24, 1981

P-15

The Embassy of Japan presents its compliments to the Department of State and, with reference to the Joint Determination of February 24, 1981 (hereinafter referred to as "the Joint Determination"), has the honour to inform the latter as follows.

1. The Government of Japan considers it appropriate that the actions of the two countries, during the period through June 1, 1981 will continue to be guided by the understandings, principles and intentions set out in the Joint Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977 (hereinafter referred to as "the Joint Communique"), taken together with the modifications contained in the Embassy's Note Verbale dated July 23, 1980, as well as in the Note of the Secretary of State dated July 25, 1980, except as modified herein.
As is mentioned in paragraph 1 of the Joint Determination, the period of operation of the Tokai Reprocessing Facility will be extended through June 1, 1981.

2. The Government of Japan reaffirms the importance attached to effective International Atomic Energy Agency (hereinafter referred to as the "IAEA") safeguards at the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation (hereinafter referred to as "the Facility"), as expressed in paragraph III 6 of the Joint Communique, and confirms the following:

(i) The Government of Japan will continue to support improvements in safeguards effectiveness through the testing of advanced safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (hereinafter referred to as "the TASTEX") program.

(ii) The Government of Japan will take those steps which are necessary on its part to facilitate the incorporation into the existing safeguards procedures, during the period mentioned in paragraph 1 of the Joint Determination, of such elements of the TASTEX program as are identified by the IAEA for improving the effectiveness of safeguards at the Facility as well as other elements necessary for effective safeguards procedures. The latter would include measures designed to achieve: timely and independent IAEA verification of material balances in processing and in plutonium storage; improvements in containment and surveillance measures for spent fuel and other nuclear material; and timely and efficient performance of IAEA activities.

(iii) The Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed.

(iv) The Government of Japan will, as stated in the final paragraph of the Joint Communique, participate in regular consultations on the actual implementation of IAEA safeguards at the Facility and on progress with respect to improvements in these safeguards including those mentioned above.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

The Secretary of State to the Japanese Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and, with reference to the "Joint Determination for Reprocessing of Special Nuclear Material of United States Origin", dated February 24, 1981 and the communications of the same date between the two governments related thereto, has the honor to inform His Excellency the Ambassador of Japan of the understanding of the United States Government that the said Joint Determination, together with the contents of the said communications, will continue in effect through October 31, 1981, on the shared understanding that the two governments will endeavor to reach a long term resolution on the subject matters of the above-mentioned documents by that date.

Department of State,

Washington, June 1, 1981

The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

June 1, 1981

P-38

The Embassy of Japan presents its compliments to the Department of State and, with reference to the "Joint Determination for Reprocessing of Special Nuclear Material of United States Origin", dated February 24, 1981 and the communications of the same date between the two Governments related thereto, has the honour to inform the Department of State of the understanding of the Government of Japan that the said Joint Determination, together with contents of the said communications, will continue in effect through October 31, 1981, on the shared understanding that the two Governments will endeavor to reach a long term resolution on the subject matters of the above-mentioned documents by that date.

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FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and ZAIRE

Signed at Kinshasa March 10, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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ZAIRE

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Kinshasa March 10, 1981;
Entered into force March 10, 1981.

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AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ZAIRE
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I [1] AGRICULTURAL COMMODITY AGREEMENTS

1. Reference is made to the Agreements Between The United States of America and The Republic of Zaire identified in Annexes A, D and G attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Zaire Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Kinshasa, Zaire on July 28, 1980, [2] referred to hereafter as the "Agreement dated July 28, 1980" and to the Understanding reached by certain creditor nations of The Republic of Zaire on December 11, 1979, and agreed to by The Republic of Zaire wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

2. In accordance with the Agreement dated July 28, 1980, and the Understanding reached on December 11, 1979, cited above, it is agreed that dollar amount of principal and interest with respect to contracts having an original maturity of more than one year and due prior to and remaining unpaid on June 30, 1979, inclusive "Long-Term Arrearages", shall be repaid as follows:

a. Principal and interest in the amount of $3,308,933.66 which consists of 80 percent of the Long-Term Arrearages as listed in Annex A, referred to hereafter as the "Consolidated Long-Term Arrearages" shall be repaid in twelve

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[1] 68 Stat. 455 ; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9907 ; 32 UST.

equal semi-annual installments on June 30 and December 31 with the first payment due on June 30, 1984, and the last payment due on December 31, 1989, as shown in Annex B.

b. Interest on the outstanding balance of the Consolidated Long-Term Arrearages shall accrue at the rate of 4.0 percent per annum beginning July 1, 1979, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on December 31, 1989, as shown in Annex B.

c. Principal and interest in the amount of $827,233.42 which consists of 20 percent of the Long-Term Arrearages as listed in Annex A, referred to hereafter as the "Non-Consolidated Long-Term Arrearages" shall be repaid in four annual installments with the first payment of 10 percent due on June 30, 1980, 20 percent due June 30, 1981, 30 percent due June 30, 1982, and the last payment of 40 percent due on June 30, 1983, as shown in Annex C.

d. Interest on the outstanding balance of the Non-Consolidated Long-Term Arrearages shall accrue at the rate of 4.0 percent per annum beginning July 1, 1979, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on June 30, 1983, as shown in Annex C.

3. In accordance with the Agreement dated July 28, 1980, and the understanding reached on December 11, 1979, cited above, it is agreed that the dollar amount of the principal and interest payments referred to hereafter as "Debt" falling due between July 1, 1979, and June 30, 1980, inclusive and remaining unpaid ("First Consolidation Period") and between July 1, 1980, and December 31, 1980, inclusive ("Second Consolidation Period") shall be repaid as follows:

a. Principal and interest in the amount of $3,197,859.72 which consists of 90 percent of the Debts due with respect to the First Consolidation Period as listed in Annex D, referred to hereafter as the "Consolidated Debt" shall be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984, and ending on December 31, 1989, as shown in Annex E.

b. Interest on the outstanding balance of the Consolidated Debt with respect to the First Consolidation Period shall accrue at the rate of 4.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on December 31, 1989, as shown in Annex E.

c. Principal and interest in the amount of $355,317.75 which consists of 10 percent of the Debts with respect to the First Consolidation Period as listed in Annex D, referred to hereafter as the "Non-Consolidation Debt" shall be repaid in four equal and successive annual installments beginning on June 30, 1980, and ending on June 30, 1983, as shown in Annex F.

d. Interest on the outstanding balance of the Non-Consolidated Debt with respect to the First Consolidation Period shall accrue at the rate of 4.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on June 30, 1983, as shown in Annex F.

e. Principal and interest in the amount of $3,438,887.23 which consists of 90 percent of the Debts due with respect to the Second Consolidation Period as listed in Annex G referred to hereafter as the "Consolidated Debt" shall be

repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984, and ending on December 31, 1989, as shown in Annex H.

f. Interest on the outstanding balance of the Consolidated Debt with respect to the Second Consolidation Period shall accrue at the rate of 4 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on December 31, 1980, and semi-annually thereafter on June 30 and December 31 with the last payment due on December 31, 1989, as shown in Annex H.

g. Principal and interest in the amount of $382,098.57 which consists of 10 percent of the Debts due with respect to the Second Consolidation Period as listed in Annex G referred to hereafter as the "Non-Consolidated Debt" shall be repaid in 4 equal and successive annual installments beginning December 31, 1980, and ending December 31, 1983, as shown in Annex I.

h. Interest on the outstanding balance of the Non-Consolidated Debt with respect to the Second Consolidation Period shall accrue at the rate of 4 percent per annum beginning on the first day after the due dates under the original agreements and shall be due and payable beginning on December 31, 1980, and semi-annually thereafter on June 30 and December 31 with the last payment due on December 31, 1983, as shown in Annex I.

1. Additional interest at the rate of 4.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amount or unpaid portions of amounts as listed in Annexes B, C, E, F, H, and I. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

4. To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

5. This Agreement is conditioned on the entry into force of the Agreement dated July 28, 1980, for Arrearages and Debt.

6. Done at Kinshasa, Zaire, in duplicate the 10th day of March 1981.

FOR THE REPUBLIC OF ZAIRE [1]

FOR THE UNITED STATES OF AMERICA

Robert B Oakley [2]

[1] Djamboleka Loma Okitongono.
[2] Robert B. Oakley.

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
LONG-TERM ARREARAGES AS OF JUNE 30, 1979, UNDER P.L. 480, TITLE I AGREEMENTS
WITH THE REPUBLIC OF ZAIRE
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED LONG-TERM ARREARAGES

Original Agreement Date and (Delivery Year)		Payment Due Date	AMOUNT DUE Principal	Interest	Total	Interest To 6-30-79	Interest Rate	TOTAL CONSOLIDATED AND NON-CONSOLIDATED Amount Due	Debt 80%	Debt 20%
10-03-66	(1967)	6-23-78	374,202.55	93,550.64	$467,753.19	11,918.09	2½%	479,671.28	383,737.02	95,934.26
10-03-66	(1966)	12-31-78	65,162.80	14,661.63	79,824.43	989.60	2½%	80,814.03	64,651.22	16,162.81
10-03-66	(1967)	6-23-79	374,202.55	84,195.57	458,398.12	219.78	2½%	456,617.90	366,894.32	91,723.58
03-15-67	(1968)	4-13-78	83,443.93	22,947.08	106,391.01	3,228.17	2½%	109,619.18	87,695.34	21,923.84
03-15-67	(1967)	7-10-78	422,315.45	105,578.86	527,894.31	12,835.79	2½%	540,730.10	432,584.08	108,146.02
03-15-67	(1968)	4-13-79	83,443.93	20,860.98	104,304.91	557.25	2½%	104,862.16	83,889.73	20,972.43
12-11-67	(1968)	7-13-78	418,745.17	115,154.92	533,900.09	12,872.11	2½%	546,772.20	437,417.76	109,354.44
09-12-68	(1969)	8-14-78	98,067.07	29,420.12	127,487.19	2,794.24	2½%	130,281.43	104,225.14	26,056.29
05-14-69	(1969)	6-26-78	93,151.38	33,534.50	126,685.88	3,842.23	3%	130,528.11	104,422.49	26,105.62
05-14-69	(1969)	6-26-79	93,151.38	30,739.96	123,891.34	40.73	3%	123,932.07	99,145.66	24,786.41
10-21-69	(1970)	6-27-78	109,576.72	42,734.92	152,311.64	4,606.91	3%	156,918.55	125,534.84	31,383.71
10-21-69	(1971)	7-15-78	68,061.20	28,587.81	96,654.01	2,780.46	3%	99,434.47	79,547.58	19,886.89
10-21-69	(1970)	12-29-78	5,489.42	2,140.87	7,630.29	114.77	3%	7,745.06	6,196.05	1,549.01
10-21-69	(1970)	6-27-79	109,576.72	39,447.62	149,024.34	36.75	3%	149,061.09	119,248.87	29,812.22
10-07-71	(1972)	6-29-78	92,944.82	41,825.17	134,769.99	4,054.18	3%	138,824.17	111,059.34	27,764.83
10-07-71	(1972)	6-29-79	92,944.82	39,036.82	131,981.64	10.85	3%	131,992.49	105,593.99	26,398.50
03-25-76	(1976)	9-08-78	627,359.73	101,334.72	728,694.45	17,668.34	3%	746,362.79	597,090.23	149,272.56
Totals			$3,211,844.64	$845,752.19	$4,057,596.83	$78,570.25		$4,136,167.08	$3,308,933.66	$827,233.42

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ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Arrearages as of June 30, 1979, Consolidated Long-Term Arrearages

Repayment Terms

Interest: 4 percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$3,308,933.66	-0-	$132,357.35	$132,357.35
12-31-80	3,308,933.66	-0-	66,178.67	66,178.67
06-30-81	3,308,933.66	-0-	66,178.67	66,178.67
12-31-81	3,308,933.66	-0-	66,178.67	66,178.67
06-30-82	3,308,933.66	-0-	66,178.67	66,178.67
12-31-82	3,308,933.66	-0-	66,178.67	66,178.67
06-30-83	3,308,933.66	-0-	66,178.67	66,178.67
12-31-83	3,308,933.66	-0-	66,178.67	66,178.67
06-30-84	3,308,933.66	275,744.47	66,178.67	341,923.14
12-31-84	3,033,189.19	275,744.47	60,663.78	336,408.25
06-30-85	2,757,444.72	275,744.47	55,148.89	330,893.36
12-31-85	2,481,700.25	275,744.47	49,634.01	325,378.48
06-30-86	2,205,955.78	275,744.47	44,119.12	319,863.59
12-31-86	1,930,211.31	275,744.47	38,604.23	314,348.70
06-30-87	1,654,466.84	275,744.47	33,089.34	308,833.81
12-31-87	1,378,722.37	275,744.47	27,574.45	303,318.92
06-30-88	1,102,977.90	275,744.47	22,059.56	297,804.03
12-31-88	827,233.43	275,744.47	16,544.67	292,289.14
06-30-89	551,488.96	275,744.47	11,029.78	286,774.25
12-31-89	275,744.49	275,744.49	5,514.89	281,259.38
TOTALS		$3,308,933.66	$1,025,769.43	$4,334,703.09

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for PL 480 Arrearages as of June 30, 1979,
Non-Consolidated Long-Term Arrearages

Repayment Terms

Interest: 4 percent annually

Principal: 4 annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$827,233.42	$ 82,723.34	$33,089.34	$115,812.68
12-31-80	744,510.08	-0-	14,890.20	14,890.20
06-30-81	744,510.08	165,446.68	14,890.20	180,336.88
12-31-81	579,063.40	-0-	11,581.27	11,581.27
06-30-82	579,063.40	248,170.03	11,581.27	259,751.30
12-31-82	330,893.37	-0-	6,617.87	6,617.87
06-30-83	330,893.37	330,893.37	6,617.87	337,511.24
TOTALS		$827,233.42	$99,268.02	$926,501.44

ANNEX D

Schedule of Certain Amounts Due the United States of America
During the Period July 1, 1979 and June 30, 1980
Under P.L. 480, Title I Agreements With
The Republic of Zaire
Showing the Amount of Consolidated and Non-Consolidated Debt

Original Agreement Date and (Delivery Year)	Payment Due Date	Amount Due			Consolidated Debt (90%)	Non-Consolidated Debt (10%)
		Principal	Interest	Total		
3-15-67 (67)	7-10-79	$ 422,315.45	$ 95,020.97	$ 517,336.42	$ 465,602.78	$ 51,733.64
12-11-67 (68)	7-13-79	418,745.17	104,686.29	523,431.46	471,088.31	52,343.15
3-12-68 (69)	8-14-79	98,067.07	26,968.44	125,035.51	112,531.96	12,503.55
10-21-69 (71)	7-15-79	68,066.20	26,545.82	94,612.02	85,150.82	9,461.20
3-25-76 (76)	9-8-79	627,359.73	319,953.46	947,313.19	852,581.87	94,731.32
10-3-66 (66)	12-31-79	65,162.80	13,032.56	78,195.36	70,375.82	7,819.54
10-3-66 (67)	6-23-80	374,202.55	74,840.51	449,043.06	404,138.75	44,904.31
3-15-67 (68)	4-13-80	83,443.93	18,774.88	102,218.81	91,996.93	10,221.88
5-14-69 (69)	6-26-80	93,151.38	27,945.42	121,096.80	108,987.12	12,109.68
10-21-69 (70)	6-27-80	109,576.72	36,160.32	145,737.04	131,163.34	14,573.70
10-21-69 (70)	12-29-79	5,489.42	1,976.19	7,465.61	6,719.05	746.56
10-7-71 (72)	6-29-80	92,944.82	36,248.48	129,193.30	116,273.97	12,919.33
5-24-77 (77)	12-3-79	160,624.85	-0-	160,624.88	144,562.36	16,062.49
8-28-78 (78)	12-28-79	-0-	151,874.04	151,874.04	136,686.64	15,187.40
TOTAL		$2,619,150.09	$934,027.38	$3,553,177.47	$3,197,859.72	$355,317.75

ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment schedule for First Consolidation Period, PL-480, Consolidated Debt
(Amounts Originally due July 1, 1979, through June 30, 1980)

Repayment Terms

Interest: 4 Percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$3,197,859.72	$ -0-	$80,116.59	$ 80,116.59
12-31-80	3,197,859.72	-0-	63,957.19	63,957.19
06-30-81	3,197,859.72	-0-	63,957.19	63,957.19
12-31-81	3,197,859.72	-0-	63,957.19	63,957.19
06-30-82	3,197,859.72	-0-	63,957.19	63,957.19
12-31-82	3,197,859.72	-0-	63,957.19	63,957.19
06-30-83	3,197,859.72	-0-	63,957.19	63,957.19
12-31-83	3,197,859.72	-0-	63,957.19	63,957.19
06-30-84	3,197,859.72	266,488.31	63,957.19	330,445.50
12-31-84	2,931,371.41	266,488.31	58,627.43	325,115.74
06-30-85	2,664,883.10	266,488.31	53,297.66	319,785.97
12-31-85	2,398,394.79	266,488.31	47,967.90	314,456.21
06-30-86	2,131,906.48	266,488.31	42,638.13	309,126.44
12-31-86	1,865,418.17	266,488.31	37,308.36	303,796.67
06-30-87	1,598,929.86	266,488.31	31,978.60	298,466.91
12-31-87	1,332,441.55	266,488.31	26,648.83	293,137.14
06-30-88	1,065,953.24	266,488.31	21,319.06	287,807.37
12-31-88	799,464.93	266,488.31	15,989.30	282,477.61
06-30-89	532,976.62	266,488.31	10,659.53	277,147.84
12-31-89	266,488.31	266,488.31	5,329.77	271,818.08
TOTALS		$3,197,859.72	$943,538.68	$4,141,398.40

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for First Consolidation Period, PL-480, Non-Consolidated Debt
(Amounts Originally due July 1, 1979, Through June 30, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$355,317.75	$88,829.44	$8,901.85	$97,731.29
12-31-80	266,488.31	-0-	5,329.77	5,329.77
06-30-81	266,488.31	88,829.44	5,329.77	94,159.21
12-31-81	177,658.89	-0-	3,553.18	3,553.18
06-30-82	177,658.89	88,829.44	3,553.18	92,382.62
12-31-82	88,829.43	-0-	1,776.59	1,776.59
06-30-83	88,829.43	88,829.43	1,776.59	90,606.02
TOTALS		$355,317.75	$30,220.93	$385,538.68

Schedule of Certain Amounts Due the United States of America
During the Period July 1, 1980 and December 30, 1980
Under P.L. 480, Title I Agreements With
The Republic of Zaire
Showing the Amount of Consolidated and Non-Consolidated Debt

Original Agreement Date and (Delivery Year)	Payment Due Date	Amount Due			Consolidated Debt (90%)	Non-Consolidated Debt (10%)
		Principal	Interest	Total		
3-15-67 (67)	7-10-80	$ 422,315.45	$ 84,463.09	$ 506,778.54	$ 456,100.69	50,677.85
12-11-67 (68)	7-13-80	418,745.17	94,217.66	512,962.83	461,666.55	51,296.28
8-12-68 (69)	8-14-80	98,067.07	24,516.77	122,583.84	110,325.46	12,258.38
10-21-69 (71)	7-15-80	68,066.20	24,503.83	92,570.03	83,313.03	9,257.00
3-25-76 (76)	9-18-80	627,359.73	301,132.07	928,492.40	835,643.16	92,849.24
10-3-66 (66)	12-31-80	65,162.80	11,403.49	76,566.29	68,909.66	7,656.63
10-21-69 (70)	12-29-80	5,489.42	1,811.51	7,300.93	6,570.84	730.09
5-26-77 (77)	12-3-80	922,781.80	498,302.17	1,421,083.97	1,278,975.57	142,108.40
8-25-78 (78)	12-28-80		152,646.97	152,646.97	137,382.27	15,264.70
TOTAL		$2,627,987.64	$1,192,998.16	$3,820,985.80	$3,438,887.23	$382,098.57

ANNEX H

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Second Consolidation Period, PL-480, Consolidation Debt
(Amounts Originally due July 1, 1980, through December 31, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
12-31-80	$3,438,887.23	$ -0-	$34,067.40	$ 34,067.40
06-30-81	3,438,887.23	-0-	68,777.74	68,777.74
12-31-81	3,438,887.23	-0-	68,777.74	68,777.74
06-30-82	3,438,887.23	-0-	68,777.74	68,777.74
12-31-82	3,438,887.23	-0-	68,777.74	68,777.74
06-30-83	3,438,887.23	-0-	68,777.74	68,777.74
12-31-83	3,438,887.23	-0-	68,777.74	68,777.74
06-30-84	3,438,887.23	286,573.94	68,777.74	355,351.68
12-31-84	3,152,313.29	286,573.94	63,046.27	349,620.21
06-30-85	2,865,739.35	286,573.94	57,314.79	343,888.73
12-31-85	2,579,165.41	286,573.94	51,583.31	338,157.25
06-30-86	2,292,591.47	286,573.94	45,851.83	332,425.77
12-31-86	2,006,017.53	286,573.94	40,120.35	326,694.29
06-30-87	1,719,443.59	286,573.94	34,388.87	320,962.81
12-31-87	1,432,869.65	286,573.94	28,657.39	315,231.33
06-30-88	1,146,295.71	286,573.94	22,925.91	309,499.85
12-31-88	859,721.77	286,573.94	17,194.44	303,768.38
06-30-89	573,147.83	286,573.94	11,462.96	298,036.90
12-31-89	286,573.89	286,573.89	5,731.48	292,305.37
TOTALS		$3,438,887.23	$893,789.18	$4,332,676.41

ANNEX I

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Second Consolidation Period, PL-480, Non-Consolidated Debt
(Amounts Originally due July 1, 1980, Through December 31, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
12-31-80	$382,098.57	$95,524.64	$3,785.27	$ 99,309.91
06-30-81	286,573.93	-0-	5,731.48	5,731.48
12-31-81	286,573.93	95,524.64	5,731.48	101,256.12
06-30-82	191,049.29	-0-	3,820.99	3,820.99
12-31-82	191,049.29	95,524.64	3,820.99	99,345.63
06-30-83	95,524.25	-0-	1,910.49	1,910.49
12-31-83	95,524.25	95,524.65	1,910.49	97,435.14
TOTALS		$382,098.57	$26,711.19	$408,809.76

10109

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10109

DEFENSE

Security of Military Information

Agreement Between the
UNITED STATES OF AMERICA
and DENMARK

Effected by Exchange of Notes
Dated at Copenhagen January 23
and February 27, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

DENMARK

Defense: Security of Military Information

Agreement effected by exchange of notes
Dated at Copenhagen January 23 and February 27, 1981;
Entered into force February 27, 1981.

The American Ambassador to the Danish Minister for Foreign Affairs

No. 5

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs of Denmark and has the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified military information exchanged between our two Governments the same principles that our Governments have agreed to apply in safeguarding classified military information covered by the Security Agreement by the Parties to the North Atlantic Treaty,[1] approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security (NATO Document C–M(55) 15 (Final), approved by the Council on March 2, 1955.

It is proposed, therefore, that all classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

a. the recipient Government will not release the information to a third Government or any other party without the approval of the releasing Government;
b. the recipient Government will afford the information a degree of protection equivalent to that afforded it by the releasing Government;
c. the recipient Government will not use the information for other than the purpose for which it was given; and

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[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

Classified military information and material shall be transferred only on a government agency-to-government agency basis and only to persons who have appropriate security clearance for access to it.

For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing Government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective Governments.

Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or dis-

closed to unauthorized persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

In the event that either Government or its contractors award a contract involving classified military information for performance within the territory of the other Government, then the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Government, the recipient Government will:

a. insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;
b. grant to the facility an appropriate security clearance to this effect;
c. grant appropriate security clearance for all personnel whose duties require access to the information;
d. insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;
e. carry out periodic security inspections of cleared facilities;
f. assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the Government of the country where the facility is located by an agency designated for this purpose by the other Government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

If the foregoing is agreeable to your Government, it is proposed that this note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two Governments effective the date of your reply.

The Ambassador of the United States of America takes this opportunity to renew to His Excellency the Minister for Foreign Affairs the assurances of his highest consideration.

W D M [1]

EMBASSY OF THE UNITED STATES OF AMERICA,
COPENHAGEN, *January 23, 1981.*

---

[1] Warren D. Manshel.

The Danish Minister for Foreign Affairs to the American Ambassador

Copenhagen, February 27,1981.

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note of January 23, 1981. which reads as follows:

"The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs of Denmark and has the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified military information exchanged between our two Governments the same principles that our Governments have agreed to apply in safeguarding classified military information covered by the Security Agreement by the Parties to the North Atlantic Treaty, approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security (NATO Document C-M(55)15(Final)), approved by the Council on March 2, 1955.

It is proposed, therefore, that all classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

a. the recipient Government will not release the information to a third Government or any other party without the approval of the releasing Government;

b. the recipient Government will afford the information a degree of protection equivalent to that afforded it by the releasing Government;

c. the recipient Government will not use the information for other than the purpose for which it was given; and

d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

His Excellency
Mr. Warren Demian Manshel
Ambassador of the United States of America
Copenhagen

classified military information and material shall be transferred only on a government agency-to-government agency basis and only to persons who have appropriate security clearance for access to it.

For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing Government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective Governments.

Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or disclosed to unauthorized persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

In the event that either Government or its contractors award a contract involving classified military information for performance within the territory of the other Government, then the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Government, the recipient Government will:

a. insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

b. grant to the facility an appropriate security clearance to this effect;

c. grant appropriate security clearance for all personnel whose duties require access to the information;

d. insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

e. carry out periodic security inspections of cleared facilities;

f. assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the Government of the country where the facility is located by an agency designated for this purpose by the other Government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request

is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

If the foregoing is agreeable to your Government, it is proposed that this note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two Governments effective the date of your reply.

The Ambassador of the United States of America takes this opportunity to renew to His Excellency the Minister for Foreign Affairs the assurances of his highest consideration".

In reply, I have the honour to state that the Government of Denmark accepts the proposal of the Government of the United States of America and agrees that Your Excellency's Note and the present reply shall constitute an agreement between the two Governments of Denmark and the United States of America.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

Kjeld Olesen. [1]

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[1] Kjeld Olesen.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O - 90-879

10110

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10110

PRIVILEGES AND IMMUNITIES

Agreement Between the
UNITED STATES OF AMERICA
and the NORTH ATLANTIC TREATY
ORGANIZATION

Signed at Brussels March 3, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $1.75.

NORTH ATLANTIC TREATY ORGANIZATION

Privileges and Immunities

Agreement signed at Brussels March 3, 1981;
Entered into force March 3, 1981.

AGREEMENT

BETWEEN THE NORTH ATLANTIC TREATY[1] ORGANISATION AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE APPLICATION OF PART IV OF THE AGREEMENT ON THE STATUS OF THE NORTH ATLANTIC TREATY ORGANISATION, NATIONAL REPRESENTATIVES AND INTERNATIONAL STAFF, SIGNED IN OTTAWA ON 20TH SEPTEMBER, 1951,[2] TO THE OFFICIALS OF NATO CIVILIAN BODIES LOCATED ON THE TERRITORY OF THE UNITED STATES OF AMERICA.

The North Atlantic Treaty Organisation and the Government of the United States of America:

WHEREAS the United States Government has agreed to the request that it receive the NAMSA NIKE Training Centre (NNTC) at Fort Bliss, Texas, and part of the staff of the NATO AEW&C Progamme Management Agency (NAPMA) at Bedford, Massachusetts and at Seattle, Washington;

WHEREAS it may become necessary to set up other NATO civilian bodies or to assign officials of such bodies to the territory of the United States of America;

WHEREAS in order to carry out their duties, the officials of the Organisation holding appointments in NATO civilian bodies on the territory of the United States of America must be accorded the privileges and immunities provided for in Part IV of the "Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff" signed in Ottawa on 20th September, 1951 and hereinafter referred to as the Ottawa Agreement;

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[1] TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] TIAS 2992; 5 UST 1087.

In pursuance of Article XVII of the said Agreement, have agreed as follows:

ARTICLE I

The categories of officials of the North Atlantic Treaty Organisation and of the subsidiary bodies of that Organisation to which on the territory of the United States of America, Articles XVIII and XIX of the Ottawa Agreement apply, shall include the officials of grades A, L, B and C as provided for in the NATO Civilian Personnel Regulations when such officials are stationed on the territory of the United States of America.

ARTICLE II

1. The immunity from legal process referred to in Article XVIII(a) of the Ottawa Agreement shall not apply in the case of civil or criminal actions arising from the use of motor vehicles.

2. The exemption from taxation referred to in Article XIX of the Ottawa Agreement shall not prevent the United States from taxing income of a NATO official from sources within the United States not paid by NATO.

ARTICLE III

1. United States nationals in one of the categories mentioned in Article I of the present Agreement holding appointments in any of the NATO civilian bodies located on the territory of the United States of America shall be accorded solely the privileges and immunities provided for in paragraphs (a), (b) and (c) of Article XXIII of the Ottawa Agreement.

2. The exemption from taxation on the salaries and emoluments paid by the Organisation shall not apply to any United States nationals.

ARTICLE IV

1. In implementation of Article XVII of the Ottawa Agreement, the Secretary General of NATO shall communicate to the Government of the United States of America, as soon as possible and not later than 1st January of each year, a list of the names of NATO officials with the indication of their grade and functions, holding appointments in the NATO civilian bodies located on the territory of the United States of America.

2. The Government of the United States of America shall be informed promptly of any changes in the establishment and in the grades and functions of the staff.

ARTICLE V

1. The present Agreement shall enter into force on the date of the last signature and take effect on the date on which a NATO civilian body began its work on the territory of the United States of America.

2. Termination of the present Agreement shall occur six months after written notification by either party.

IN WITNESS WHEREOF, the Secretary General of NATO, acting in pursuance of Article XVII of the Ottawa Agreement and the Representative of the Government of the United States of America duly authorised thereto, have signed the present Agreement.

DONE in Brussels, this 3rd day of March, One Thousand Nine Hundred and Eighty One in two original copies in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA,

W. TAPLEY BENNETT

FOR THE NORTH ATLANTIC
TREATY ORGANISATION,

JOSEPH M A H LUNS

ACCORD

ENTRE L'ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD ET LE GOUVERNEMENT DES ETATS UNIS D'AMERIQUE CONCERNANT L'APPLICATION DU TITRE IV DE LA CONVENTION SUR LE STATUT DE L'ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD, DES REPRESENTANTS NATIONAUX ET DU PERSONNEL INTERNATIONAL SIGNEE A OTTAWA LE 20 SEPTEMBRE 1951 AUX FONCTIONNAIRES DES ORGANISMES CIVILS DE L'OTAN SITUES SUR LE TERRITOIRE DES ETATS UNIS D'AMERIQUE.

L'Organisation du Traité de l'Atlantique Nord et le Gouvernement des Etats Unis d'Amérique:

CONSIDERANT que le Gouvernement des Etats Unis d'Amérique a accepté à accueillir le Centre de Formation NAMSA NIKE (N.N.T.C.) à Fort Bliss, Texas et une partie du personnel de l'Agence de gestion du programme AEW&C de l'OTAN (NAPMA) à Bedford, Massachussets et à Seattle, Washington;

CONSIDERANT qu'il pourrait devenir nécessaire de créer d'autres organismes civils OTAN ou d'employer du personnel de tels organismes sur le territoire des Etats Unis d'Amérique;

CONSIDERANT qu'il est nécessaire que les fonctionnaires de l'Organisation au service d'organismes civils de l'OTAN établis sur le territoire des Etats Unis d'Amérique bénéficient des priviléges et im-

munités prévus au Titre IV de la "Convention sur le Statut de l'Organisation du Traité de l'Atlantique Nord, les représentants nationaux et du personnel international" signée à Ottawa le 20 septembre 1951, ci-après dénommée la "Convention d'Ottawa", pour exercer leurs fonctions;

En application de l'article XVII de ladite Convention, sont convenus de ce qui suit:

ARTICLE I

Les catégories de fonctionnaires de l'Organisation du Traité de l'Atlantique Nord et des organismes subsidiaires de cette Organisation auxquelles s'appliquent sur le territoire des Etats Unis d'Amérique les articles XVIII et XIX de la Convention d'Ottawa, comprennent les fonctionnaires des grades A, L, B et C prévus au Règlement du personnel de l'OTAN quand ces fonctionnaires sont en poste sur le territoire des Etats Unis d'Amérique.

ARTICLE II

1. L'immunité de juridiction mentionnée là l'article XVIII(a) de la Convention d'Ottawa ne joue pas en cas d'actions au civil ou au criminel découlant de l'utilisation de véhicules automobiles.

2. L'exonération d'impôts mentionnée là l'article XIX de la Convention d'Ottawa n'empêche pas les Etats Unis d'imposer les revenus d'un membre du personnel perçus sur le territoire des Etats Unis mais non payés par l'OTAN.

ARTICLE III

1. Les ressortissants américains en service auprès d'un organisme civil OTAN situé sur le territoire des Etats Unis d'Amérique et appartenant à l'une des catégories spécifiées par l'article I du présent Accord ne jouissent que des privilèges et immunités prévus aux paragraphes (a), (b) et (c) de l'article XXIII de la Convention d'Ottawa.

2. L'exonération d'impôts sur les salaires et émoluments payés par l'Organisation n'est pas applicable aux ressortissants des Etats Unis.

ARTICLE IV

1. En application de l'article XVII de la Convention d'Ottawa, le Secrétaire Général de l'OTAN communiquera aussitôt que possible et au plus tard le ler janvier de chaque année, au Gouvernement des Etats Unis d'Amérique une liste nominative avec indication du grade et de la qualification des fonctionnaires de l'OTAN en poste auprès des organismes civils situés sur le territoire des Etats Unis d'Amérique.

2. Tout changement intervenu dans les effectifs, dans les grades et dans les qualifications desdits fonctionnaries sera communiqué immédiatement au Gouvernement des Etats Unis d'Amérique.

ARTICLE V

1. Le présent Accord entrera en vigueur à la date de la dernière signature qui y sera apposée et prendra effet à la date à laquelle un organisme civil a commencé à fonctionner sur le territoire des Etats Unis d'Amérique.

2. Le présent Accord prendra fin six mois après notificâtion écrite par l'une ou l'autre des deux parties.

EN FOI DE QUOI, le Secrétaire Général de l'OTAN agissant en application de l'article XVII de la Convention d'Ottawa, et le Représentant du Gouvernement des Etats Unis d'Amérique, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Bruxelles, le Zme Jour Mars Mil Neuf Cent Quatre Vingt et Un, en deux exemplaires originaux, dans les langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS UNIS D'AMÉRIQUE,

W. TAPLEY BENNETT

POUR L'ORGANISATION DU
TRAITÉ DE L'ATLANTIQUE NORD,

JOSEPH M A H LUNS

U.S. GOVERNMENT PRINTING OFFICE: 1988

10111

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10111

NORTH AMERICAN AEROSPACE DEFENSE COMMAND (NORAD)

Agreements Between the
UNITED STATES OF AMERICA
and CANADA

Effected by Exchange of Notes
Signed at Ottawa March 11, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CANADA

North American Aerospace Defense Command (NORAD)

Agreement effected by exchange of notes
Signed at Ottawa March 11, 1981;
Entered into force March 11, 1981;
Effective May 12, 1981.

The Canadian Secretary of State for External Affairs and the Minister of National Defense to the Secretary of State

Department of External Affairs — Canada — Ministère des Affaires extérieures

Ottawa, March 11, 1981

FLE-344

Sir,

I have the honour to refer to discussions that have taken place between representatives of our two Governments regarding future cooperation between Canada and the United States in the defence of North America. Our Governments remain convinced that such cooperation, conducted within the framework of the North Atlantic Treaty,[1] remains vital to their mutual security, compatible with their national interests, and an important element of their contribution to the overall security of the NATO area.

As neighbors and allies within North America, our two Governments have accepted special responsibilities for the security of the Canada-United States region of NATO and, in fulfilling these responsibilities, have entered into a

The Honourable Alexander Haig,
Secretary of State of the
United States of America.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

number of bilateral arrangements to facilitate joint defence activities. Among these, the arrangements for air defence, aerospace surveillance, and missile warning embodied in the North American Air Defence Command (NORAD) have provided the means of exercising effective operational control of the forces assigned by our two Governments to the aerospace defence of North America.

In the years since the NORAD Agreement was first concluded, there have been significant changes in the character of strategic weapons and in the nature of the threat they pose to North America. The most important of these changes has been the major increase in the number and sophistication of strategic missiles. There has also been an increasing use of space for strategic and tactical purposes. In addition, although missiles constitute the principal threat, long-range bombers continue to pose a threat to North America.

In view of the continuing mission of aerospace surveillance and warning and air defence, our two Governments agree that, to properly reflect aerospace surveillance and missile warning related responsibilities, it is appro-

priate to redesignate NORAD as the North American Aerospace Defence Command.

In light of these developments, our two Governments retain a common interest in the maintenance of effective surveillance and control of North American airspace and in preventing its use for purposes detrimental to the security of North America. Since peacetime surveillance and control are expected to continue as functions important to the sovereign control of national airspace, each Government will maintain a system to carry out these activities in conjunction with the air defence and aerospace surveillance and warning operations of NORAD.

The large volume of air traffic flowing daily to, from, and within North American airspace, much of it across the border between our two countries, dictates that our national airspace surveillance and control systems be compatible with each other and requires a high degree of coordination between their military components. Our Governments agree that the necessary command, control and information exchange arrangements can most effectively and economically be provided by the continued operation of NORAD.

In addition to performing the airspace surveillance and control functions related to air defence, NORAD will monitor and report on space activities of strategic and tactical interest and will provide warning of aerospace events that may threaten North America. In view of the increasing importance of space to the defence of North America, our Governments will seek ways to enhance cooperation in accordance with mutually agreed arrangements in the surveillance of space and in the exchange of information on space events relevant to North American defence.

The primary objectives of NORAD will continue to be:

a. to assist each nation to safeguard the sovereignty of its airspace;

b. to contribute to the deterrence of attack on North America by providing capabilities for aerospace surveillance, warning and characterization of aerospace attack, and defence against air attack; and

c. should deterrence fail, to ensure an appropriate response against attack by providing for the effective use of the forces of the two countries available for air defence.

As in the case of all joint defence activities, the future activities envisaged for NORAD will require the closest cooperation between authorities of our two Governments. It is recognized that this can be achieved in a mutually satisfactory way only if full and meaningful consultation is carried out on a continuing basis. Our two Governments, therefore, undertake to insure that such consultation takes place.

On the basis of our common appreciation of the circumstances described and of the experience gained since the inception of NORAD, my Government proposes that the following principles should govern the future organization and operations of the North American Aerospace Defence Command.

a. The Commander in Chief, NORAD (CINCNORAD), and the Deputy in CINCNORAD's absence, will be

responsible to the Chief of Defence Staff of Canada and the Joint Chiefs of Staff of the United States, who in turn, are responsible to their respective Governments. CINCNORAD will function in support of the concepts of surveillance, warning, control, and defence approved by the authorities of our two Governments for the defence of the Canada-United States region of the NATO area.

b. NORAD will include such combat units and individuals as are specifically allocated to it by the two Governments. The jurisdiction of CINCNORAD over those units and individuals is limited to operational control as hereinafter defined.

c. "Operational control" is the power to direct, coordinate, and control the operational activities of forces assigned, attached, or otherwise made available. No permanent changes of station would be made without approval of the higher national authority

concerned. Temporary reinforcement from one area to another, including the crossing of the international boundary, to meet operational requirements will be within the authority of commanders having operational control. The basic command organization for the defence forces of the two countries, including administration, discipline, internal organization, and unit training, shall be exercised by national commanders responsible to their national authorities.

d. The appointment of CINCNORAD and the Deputy must be approved by the Canadian and United States Governments. They will not be from the same country, and the CINCNORAD staff shall be an integrated staff composed of officers of both countries. During the absence of CINCNORAD, command will pass to the Deputy Commander.

e. The North Atlantic Treaty Organization will continue to be kept informed through the

Canada-United States Regional Planning Group of arrangements for the aerospace defence of North America.

f. The plans and procedures to be followed by NORAD in wartime shall be formulated and approved by appropriate national authorities and shall be capable of rapid implementation in an emergency. Any plans or procedures recommended by NORAD that bear on the responsibilities of civilian departments or agencies of the two Governments shall be referred for decision by the appropriate military authorities to those agencies and departments and may be the subject of intergovernmental coordination through an appropriate medium such as the Permanent Joint Board on Defence, Canada-United States.

g. Terms of reference of CINCNORAD and the Deputy will be consistent with the foregoing principles. Changes in these terms of reference may be made by agreement between the Canadian

Chief of Defence Staff and the US Joint Chiefs of Staff, with approval of higher authority, as appropriate, provided that these changes are in consonance with the principles set out in this Note.

h. The financing of expenditures connected with the operation of the integrated headquarters of NORAD will be arranged by mutual agreement between appropriate agencies of the two Governments.

j. The Agreement between parties to the North Atlantic Treaty regarding the Status of their Forces signed in London on June 19, 1951,[1] shall apply.

k. Public statements by CINCNORAD on matters of interest to Canada and the United States will in all cases be the subject of prior consultation and agreement between appropriate agencies of the two Governments.

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[1] TIAS 2846, 5351, 7759; 4 UST 1792; 14 UST 531; 24 UST 2355.

If the Government of the United States of America concurs in the considerations and provisions set forth herein, I have the honour to propose that this Note, which is equally authentic in English and French, and your reply to that effect shall constitute an agreement between our two Governments, which will enter into force on the date of your reply, with effect from May 12, 1981. This agreement will supersede the agreement on the North American Air Defence Command concluded in Washington, D.C., on May 12, 1958; and subsequently renewed on March 30, 1968; May 10, 1973; May 12, 1975; and May 12, 1980.[1]

The present agreement will remain in effect for a period of 5 years during which its terms may be reviewed at any time at the request of either party. It may be terminated by either Government, following 12 months' written notice to the other.

[1] TIAS 4031, 6467, 7618, 8085, 9757; 9 UST 538; 19 UST 4719; 24 UST 1037; 26 UST 973; 32 UST

Accept, Sir, the assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[2]

Minister of National Defence

---

[1] Mark MacGuigan.
[2] Gilles Lamontagne.

French Text of the Canadian Note

Department of External Affairs — Canada — Ministère des Affaires extérieures

Ottawa, le 11 mars 1981

FLE-344

Monsieur,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre des représentants de nos deux gouvernements au sujet de la collaboration future entre le Canada et les États-Unis en ce qui concerne la défense de l'Amérique du Nord. Nos gouvernements demeurent convaincus qu'une telle collaboration, menée dans le cadre du Traité de l'Atlantique Nord, reste vitale pour leur sécurité mutuelle et compatible avec leurs intérêts nationaux, et qu'elle constitue un élément important de leur contribution à la sécurité générale de la zone OTAN.

En tant que voisins et alliés en Amérique du Nord, nos deux gouvernements ont accepté des responsabilités particulières au regard de la sécurité du secteur Canada-États-Unis de l'OTAN et, pour s'acquitter de ces responsabilités, ils ont conclu un certain nombre d'arrangements bilatéraux pour faciliter les activités de

L'honorable Alexander Haig,
Secrétaire d'État des
État-Unis d'Amérique

défense. Parmi ces arrangements, ceux qui ont trait à la défense aérienne, à la surveillance aérospatiale et à l'alerte anti-missile, incorporés au Commandement de la défense aérienne de l'Amérique du Nord (NORAD), ont fourni les moyens d'exercer une direction opérationnelle efficace sur les forces affectées par nos deux gouvernements à la défense aérospatiale de l'Amérique du Nord.

Depuis la conclusion de l'Accord NORAD, les armes stratégiques ont subi des modifications considérables, changeant du même coup la nature de la menace qu'elles faisaient peser sur l'Amérique du Nord. Le changement le plus important a été la forte augmentation du nombre de missiles stratégiques et leur perfectionnement. En outre, l'espace a été de plus en plus utilisé à des fins stratégiques et tactiques. Enfin, bien que les missiles représentent la principale menace, les bombardiers à long rayon d'action constituent toujours un danger pour l'Amérique du Nord.

Étant donné la permanence de leur mission de surveillance et d'alerte aérospatiales et de défense aérienne, nos deux gouvernements conviennent que, pour refléter comme il se doit les responsabilités relatives à la surveillance aérospatiale et à l'alerte anti-missile, il est justifié de remplacer le nom du Commandement par

Commandement de la défense aérospatiale de l'Amérique du Nord.

Compte tenu de l'évolution de la situation, nos gouvernements ont tous deux intérêt à maintenir la surveillance et le contrôle efficaces de l'espace aérien nord-américain et à empêcher qu'il ne soit utilisé au détriment de la sécurité de l'Amérique du Nord. Comme la surveillance et le contrôle de cet espace en temps de paix continueront vraisemblablement de revêtir de l'importance pour ce qui est de l'exercice de la souveraineté sur l'espace aérien national, chaque gouvernement maintiendra un système destiné à mener ces activités de concert avec les opérations de défense aérienne et de surveillance et d'alerte aérospatiales du NORAD.

L'intensité du trafic aérien quotidien, en direction et à partir de l'espace aérien nord-américain et dans ses limites, pour une grande partie entre nos deux pays, exige que nos systèmes nationaux de contrôle et de surveillance de l'espace aérien soient compatibles et que leurs éléments militaires soient bien coordonnés. Nos gouvernements conviennent que les opérations du NORAD

restent le moyen le plus efficace et le plus économique de mettre en oeuvre les arrangements nécessaires en matière de contrôle, de commandement et d'échange d'informations.

Outre les fonctions de contrôle et de surveillance de l'espace aérien qu'il doit remplir dans le cadre de la défense aérienne, le NORAD continuera de surveiller les activités spatiales d'intérêt tactique et stratégique, de faire rapport sur ces dernières et de signaler toute activité aérospatiale qui peut représenter une menace pour l'Amérique du Nord. Vu l'importance croissante de l'espace pour la défense de l'Amérique du Nord, nos gouvernements rechercheront les moyens de renforcer la coopération, conformément à des arrangements conjointement approuvés en matière de surveillance de l'espace et d'échange d'informations sur les activités spatiales intéressant la défense de l'Amérique du Nord.

Les principaux objectifs du NORAD continueront d'être les suivants:

a. aider chaque pays à sauvegarder la souveraineté de son espace aérien;

b. contribuer à dissuader de toute attaque contre l'Amérique du Nord en fournissant les moyens d'assurer la surveillance aérospatiale, d'alerter contre les attaques aérospatiales, de les caractériser et de se défendre contre une attaque aérienne; et

c. si la dissuasion devait échouer, assurer une riposte appropriée à toute attaque en prévoyant l'utilisation efficace des forces disponibles des deux pays pour la défense aérienne.

Comme c'est le cas de toutes les activités communes de défense, les activités futures du NORAD exigeront la collaboration la plus étroite des autorités de nos deux gouvernements. Il est admis que cette collaboration ne pourra être satisfaisante pour les deux parties que si des consultations détaillées et valables se tiennent sur une base permanente. Nos deux gouvernements conviennent donc de veiller à ce que de telles consultations aient lieu.

Sur la base de notre évaluation commune de la situation décrite et de l'expérience acquise par les deux

pays depuis la création du NORAD, mon gouvernement propose que les principes suivants régissent à l'avenir l'organisation et les opérations du Commandement de la défense aérospatiale de l'Amérique du Nord:

a. Le Commandant-en-chef du NORAD (CINCNORAD) et son adjoint, en l'absence du CINCNORAD, relèveront du Chef de l'état-major de la Défense du Canada et des chefs d'état-major interarmées des États-Unis, lesquels seront responsables envers leurs gouvernements respectifs. Le CINCNORAD donnera son appui, dans le cadre de ses fonctions, à l'application des principes de surveillance, d'alerte, de contrôle et de défense approuvés par les autorités de nos deux pays, pour la défense du secteur Canada - États-Unis de la zone OTAN.

b. Le NORAD comprendra les unités de combat et les ressources humaines qui lui sont spécifiquement attribuées par les deux gouvernements. L'autorité du CINCNORAD sur ces unités et ces ressources se limitera à la direction opérationnelle définie ci-dessous.

c. Les termes "direction opérationnelle" signifient l'autorité conférée pour diriger, coordonner et contrôler les opérations de forces affectées, détachées ou, à tout autre titre, rendues disponibles. Aucun changement permanent d'affectation ne serait effectué sans l'approbation de l'autorité nationale supérieure concernée. Les commandants auxquels est confiée la direction opérationnelle seront autorisés à envoyer des renforts provisoires d'une région à une autre, même au delà de la frontière, si les opérations l'exigent. L'organisation de base des commandements des forces de défense des deux pays, y compris l'administration, la discipline, l'organisation interne et l'instruction des unités, sera placée sous l'autorité des commandements nationaux qui relèveront de leurs autorités nationales.

d. La nomination du CINCNORAD et de son adjoint doit être approuvée par les gouvernements du Canada et des États-Unis. Ils ne devront pas

venir du même pays. L'état-major du CINCNORAD sera un état-major unifié composé d'officiers des deux pays. En l'absence du Commandant-en-chef, l'autorité sera exercée par son adjoint.

e. L'Organisation du Traité de l'Atlantique Nord continuera, par l'entremise du Groupe régional de planification Canada - États-Unis, d'être tenue au courant des mesures adoptées pour la défense aérospatiale de l'Amérique du Nord.

f. Les plans et les méthodes que le NORAD devra suivre en temps de guerre seront formulés et approuvés par les autorités nationales compétentes et devront pouvoir être mis en oeuvre rapidement, en cas d'urgence. Tous plans et méthodes recommandés par le NORAD et ayant une incidence sur les responsabilités des ministères ou organismes civils des deux gouvernements seront soumis par les autorités militaires compétentes à la décision de ces ministères et organismes et pourront faire

l'objet d'une coordination intergouvernementale par l'intermédiaire d'un organisme approprié tel que la Commission mixte permanente de la défense Canada États-Unis.

g. Les attributions du Commandant-en-chef et de son adjoint seront compatibles avec les principes exposés ci-dessus. Elles pourront être modifiées par voie d'accord entre le Chef de l'état-major de la Défense du Canada et les chefs d'état major interarmées des États-Unis, avec l'approbation d'une autorité supérieure, selon le cas, pourvu que les changements soient conformes aux principes énoncés dans la présente note.

h. Le financement des dépenses relatives au fonctionnement du quartier général unifié du NORAD fera l'objet d'un accord entre les organismes compétents des deux gouvernements.

j. L'accord que les parties au Traité de l'Atlantique Nord ont signé à Londres le

19 juin 1951 au sujet du statut de leurs forces, s'appliquera en l'occurrence.

k. Le Commandant-en-chef du NORAD ne fera de déclarations publiques sur toute question intéressant le Canada et les États-Unis qu'après consultation et entente dans chaque cas entre les organismes compétents des deux gouvernements.

Si le Gouvernement des États-Unis approuve les considérations et dispositions susmentionnées, j'ai l'honneur de proposer que la présente note, dont les versions anglaise et française font également foi, ainsi que votre réponse à cet égard constituent, entre nos deux gouvernements, un accord qui entrera en vigueur à la date de votre réponse et sera mis en application à compter du 12 mai 1981. Le présent Accord remplacera l'Accord concernant le Commandement de la défense aérienne de l'Amérique du Nord conclu à Washington, D.C., le 12 mai 1958 et reconduit par la suite le 30 mars 1968, le 10 mai 1973, le 12 mai 1975 et le 12 mai 1980.

Le présent Accord restera en vigueur pour une période de cinq ans, au cours de laquelle les dispositions pourront en être révisées à tout moment à la demande de l'une ou l'autre des parties. L'un ou l'autre des gouvernements pourra le dénoncer après avoir donné par écrit un préavis de douze mois à l'autre partie.

Veuillez agréer, Monsieur, l'expression de ma plus haute considération.

Le secrétaire d'État aux
Affaires extérieures

Le ministre de la Défense
nationale

The Secretary of State to the Canadian Secretary of State for External Affairs

Ottawa, March 11, 1981

Sir:

I have the honor to refer to your note of this date setting forth certain conditions and provisions regarding the continued cooperation of our two governments in the North American Aerospace Defense Command, which previously has been governed by the Agreement concluded on May 12, 1958 and subsequently renewed on March 30, 1968; May 10, 1973; May 12, 1975; and May 12, 1980.

I am pleased to inform you that my government concurs in the considerations and provisions set out in your note, and further agrees with your proposal that your note and this reply shall constitute an Agreement between our two governments, with effect from May 12, 1981.

Accept, Sir, the renewed assurances of my highest consideration.

[1]

The Honorable Mark MacGuigan, M.P., P.C.,
Secretary of State for External Affairs,
Ottawa, Canada

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[1] A. M. Haig, Jr.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O--91-323

10112

DEFENSE

Use of RAAF Base Darwin

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Effected by Exchange of Notes
Dated at Canberra March 11, 1981

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S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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AUSTRALIA

Defense: Use of RAAF Base Darwin

Agreement effected by exchange of notes
Dated at Canberra March 11, 1981;
Entered into force March 11, 1981.

The Australian Department of Foreign Affairs to the American Embassy

CH099032

694/1/2

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions between representatives of the two Governments concerning the proposal by the United States for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin, and the terms under which the proposed operations might proceed.

Subject to the terms and conditions specified below, the Government of Australia agrees to USAF use of RAAF Base Darwin for these staging operations:

(I) The B-52 staging operations shall be for sea surveillance in the Indian Ocean area and for navigation training purposes. The agreement of the Government of Australia shall be obtained before the facilities are used in support of any other category of operations.

(II) The operations shall consist of periodic deployments through Darwin of up to three B-52 and six KC-135 aircraft, supported by about 100 USAF personnel and associated equipment. En route to or from Darwin the B-52s may conduct low-level navigation training over Australia on the basis of the arrangements announced by the Australian Minister for Defence on 3 February 1980.

(III) Staging may include the stationing at RAAF Base Darwin of some US support personnel and equipment if requested. The support personnel would remain under US command and the RAAF would provide mutually agreed levels of logistic and administrative support.

(IV) The Status of Forces Agreement of 9 May 1963[1] would apply.

(V) Irrespective of financial arrangements agreed between the two Governments, RAAF Base Darwin shall remain an Australian facility under Australian control.

(VI) No circumstances arising from this Agreement shall affect the title of the Government of Australia to the relevant land, or the pre-existing authority of the Government of Australia in the use of RAAF Base Darwin.

(VII) Arrangements shall be made for consultations to ensure that the Government of Australia has full and timely information about strategic and operational developments relevant to B-52 staging operations through Australia.

(VIII) In considering whether to agree to any request for alteration of the terms of this Agreement the Government of Australia shall give weight to its international commitments and policies relating inter alia to the Treaty on the Non-Proliferation of Nuclear Weapons,[2] to Australia's commitments under the Security Treaty between Australia, New Zealand and the United States of America signed at San Francisco on 1 September 1951,[3] to the common objective of deterrence of Soviet military expansion and to its understanding of US strategic and operational policies and activities as derived from the consultations under sub-paragraph VII above.

The Department of Foreign Affairs has the honour to propose that, if these terms and conditions are acceptable to

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[1] TIAS 5349; 14 UST 506.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.
[3] TIAS 2493; 3 UST 3420.

the Government of the United States of America, this Note, together with the Embassy's reply, shall constitute an agreement between the two Governments. The Department further proposes that the agreement shall enter into force on the date of the Embassy's reply and that it shall continue in force until terminated on one year's notice in writing by either Government.

The Department of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA ACT
11 March 1981

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 38

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to acknowledge receipt of the Department's Note Number CH099032, dated March 11, 1981, concerning the proposal for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin and the terms under which the proposed operations might proceed.

The Government of the United States of America accepts the terms and conditions for the use of Royal Australian Air Force Base Darwin specified in the Department's Note and concurs that the Department's Note, together with the Embassy's reply, shall constitute an agreement between the two Governments effective as of the date of this Note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America
Canberra, March 11, 1981.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-324

10113

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POSTAL

Express Mail Service

Agreement, With Detailed Regulations, Between the UNITED STATES OF AMERICA and FRANCE

Signed at Washington and Paris
March 17 and April 13, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FRANCE

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington and Paris March 17 and April 13, 1981;
Entered into force May 18, 1981.

INTERNATIONAL EMS/POSTADEX AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF FRANCE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

This Agreement shall govern the reciprocal exchange of International EMS/Postadex items between the United States of America and France.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and paragraphs - articles and paragraphs of this Agreement, except when the context indicates that the term "article" refers to an object which is or can be inserted in an item;

3. Convention - the Universal Postal Convention[1] adopted by each Congress of the Universal Postal Union;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by each Congress of the Universal Postal Union;

5. International EMS/Postadex service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Postadex in France;

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

6. Scheduled service - a service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - a service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service to send items to designated addressees in accordance with a pre-determined frequency which shall be, in principle, at least once a month.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each location, based upon the time schedules of the international flights used for the conveyance of these items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to

the entry into force of the service:

a. the number of the customer contract, which number shall appear on each item sent;

b. the names and addresses of the sender and of the addressee;

c. the days on which items are to be mailed;

d. the routing information for the items;

e. the time of delivery; and

f. the date on which service is established under the contract.

4. The administration of destination shall also be informed, within the same time-period, of any functional modification to the contract or of its cancellation.

Article 4 On-demand Service

1. Each administration shall offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the destination locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each location to which on-demand service is available, based upon the time schedules of the international flights used for the conveyance of these items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for on-demand items.

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5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5. Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders and shall keep all of these charges.

Article 6. Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other non-postal fees payable on each item it delivers and a charge for the collection of such fees.

Article 7. Packaging of Items

Provided that the contents do not come within the category of prohibitions listed in Article 9, each item admitted into the service shall:

a. be packed in a manner adapted to the nature of the contents and the conditions of transport;

b. bear a special address label which must show the names and addresses of the sender and of the addressee and the contract or item number;

c. satisfy the conditions of weight and size fixed by Article 10;

d. bear a C I customs label and a C 2/CP 3 customs declaration and be easily verifiable by the customs service.

Article 8. Indication of Payment

The items shall be prepaid in accordance with the methods accepted by each administration.

Article 9. Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable, in all instances, to the contents of the items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions and restrictions governing entry of postal items in its service.

Article 10. Limits of Size and Weight

1. An item of International Express Mail:

a. shall not exceed 0.90 meter for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

b. shall not exceed 15 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

Article 11. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 9 has been wrongly admitted, it shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 12. General Rules for Customs Clearance and Delivery

1. Each administration shall make every effort to expedite the customs clearance of the items.

2. Each administration shall, in accordance with its internal regulations, make every effort to effect delivery of the items as promptly as possible.

Article 13. Undeliverable Items

1. If an item cannot be delivered, it shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Postadex/EMS service.

4. Neither administration shall charge the other for the return of an undeliverable item.

Article 14. Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 15. Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries originating in the other administration.

2. Inquiries shall be accepted only within a period of four months from the day on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery of items.

Article 16. Payment of Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of items than it has sent during that year shall have the right to collect from the other administration, as compensation, a payment for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. The imbalance charge can be modified as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of service;

b. To be applicable, any modification of the imbalance charge must:

- be communicated to the other administration at least three months in advance;
- remain in force for at least one year.

4. No compensatory payment shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 17. Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the relevant provisions of the Convention.

Article 18. Onward Air Conveyance Charges

1. The administrations may agree, by correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, in accordance with the arrangements under paragraph 1 of this article, provide onward air conveyance of items originating in or addressed to all the countries with which it has established EMS type arrangements. It shall also indicate the minimum time required to perform this service.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the corresponding rates established in the Convention.

Article 19. Collection of Additional Rates, Charges, or Fees Prohibited

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 20. Application of the Convention

The Convention and its Detailed Regulations shall be applicable by analogy, in all cases not expressly governed by this Agreement and its Detailed Regulations.

Article 21. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may temporarily suspend the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 22. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 23. Arbitration

Any dispute arising between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the

dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which participate in the international EMS service.

Article 24. Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations

Article 25. Prior Agreement Superseded

This Agreement abrogates and supersedes the Bilateral Convention between the United States and France for the exchange of Express Mail/Postadex items which entered into effect on June 16, 1975.[1]

Article 26. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[2]

2. This Agreement shall expire twelve months after one of the administrations notifies the other administration in writing of termination.

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[1] Signed June 6 and 24, 1975. TIAS 8841 ; 29 UST 646.
[2] May 18, 1981.

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Done in duplicate in the English and French languages, both versions being equally authenic, and signed at Washington, D.C. on the 17th day of March, 1981, and at Paris, France on the 13th day of April 1981.

FOR THE UNITED STATES POSTAL SERVICE:

[1]

Assistant Postmaster General
International Postal Affairs

FOR THE POSTAL ADMINISTRATION OF FRANCE:

[2]

Chef du Service des Affaires
Internationales

---

[1] H. Edgar S. Stock.
[2] P. Le Saux.

DETAILED REGULATIONS OF THE INTERNATIONAL

EMS AGREEMENT/POSTADEX

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF FRANCE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International EMS/Postadex Agreement between the postal administrations of the United States of America and France.

Article 101. Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

a. The necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of items in the limits of its territory and other areas for which it has responsibility;

b. The provisions of its laws or regulations applicable to the conveyance of items;

c. The rates and dues established under the Agreement; and,

d. The forms, labels and other documentation required in the service.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

Article 102. Addresses of the Sender and of the Addressee

To be admitted for mailing, each item shall bear, in roman letters and arabic figures on the item or on a label firmly attached to the item, the names and complete addresses of the sender and of the addressee.

Article 103. Items Containing Merchandise

1. Each item containing merchandise or any other article subject to customs duty shall be accompanied by a customs declaration on Universal Postal Union form C 2/CP 3 or a similar form. It is advisable to ensure that the customs declaration is securely attached to each item.

2. The contents of each item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the requirement to complete them correctly.

4. The aggregate value of all items a sender may mail to the same addressee in the United States in one day shall not exceed $250.

Article 104. Packaging Conditions

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of its contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely

to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its cover or wrapping, sufficient space for service instructions and for affixing labels. Furthermore, it shall be accompanied by the required customs declarations (C 1, C 2/CP 3).

4. Each item which requires special packing shall be made up in accordance with the relevant provisions in the Detailed Regulations of the Convention.

Article 105. Make-up of Dispatches

1. The dispatches shall be closed and shall be accompanied by the air mail delivery bill and by the forms required by these regulations.

2. The items shall be enclosed in blue and orange bags, these colors having been adopted as the service identification symbol.

3. Items containing merchandise or other dutiable articles shall be dispatched separately accompanied by a separate form.

4. Each bag shall be closed with an additional special label, showing the blue and orange chevron, in the form of the prescribed label AV 8. If the bag contains merchandise or other dutiable items, this fact shall be stated on the label AV 8.

5. The weight of the bag or of each of the bags constituting the dispatch shall not exceed 30 kilograms.

Article 106. Form

1. A service document, in a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be entered individually on the form. When an item is not sent, the contract number and a reference to the fact that an item was not sent shall be entered on the form.

3. The total number of on-demand items in a dispatch shall be entered collectively on a separate form.

4. The form shall clearly indicate that the dispatch contains International EMS/Postadex items.

Article 107. Air Mail Delivery Bill

1. An air mail delivery bill (Universal Postal Union form AV 7) shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International EMS/Postadex items.

Article 108. Exchange Offices

1. The exchange of dispatches shall be carried out between the exchange offices designated by each administration.

2. Each administration shall designate its exchange offices to be used in the service and inform the other administration of their established location.

3. Each administration shall give the other administration advance notice of the redesignation, creation, or discontinuance of an exchange office.

Article 109. Verification of Dispatches and Their Contents

1. Upon receipt of a dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the AV 7 delivery bill.

2. The exchange office of destination shall verify the contents of each dispatch as soon as possible to confirm their conformity with the entries on the form.

Article 110. Notification of Irregularities

1. Any abnormality, irregularity, or missing, stolen or damaged items, verified at the time the dispatch is received, shall be reported in accordance with the usual procedure provided for dispatches of letters under the Convention. However, a telex could also be used for any irregularity or incident representing a real emergency.

2. In addition, irregularities shall be treated in accordance with the regulations of the administration of destination.

Article 111. Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, of the details concerning the arrival and redirection of each item or bag arriving out of course.

READEX FICHE best copy available

Article 112. Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the form which accompanies it, the reasons for non-delivery.

Article 113. Accounting and Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedure for accounting and settlement of accounts for payment of traffic imbalance charges shall be as follows:

a. The settlement shall take place each calendar year.

b. Each administration shall prepare quarterly, on a form acceptable to both administrations, a summary of the number of items received in each dispatch based upon the particulars of the descriptive form included in each of the dispatches. These summaries shall be forwarded to the administration of origin within two months from the end of the quarter.

c. After verification of these summaries, the origin administration shall advise the destination administration by correspondence of its acceptance.

If the verification reveals any discrepancies, a corrected summary shall be returned to the destination administration. If the latter disputes the corrections, it shall confirm the actual data by sending photocopies of the service documents and by pointing out the errors of the administration of origin. If the destination administration has received no notice of correction within two months from the date of forwarding the quarterly summary of items received, the account shall be regarded as accepted.

d. After each administration has accepted the summary of items received prepared by the other, the creditor administration shall submit annually, on a form accepted by both administrations, a detailed account and statement of charges which indicates the total number of items received and dispatched, the imbalance, the compensatory charge per item, and the total amount of the claimed sum.

e. Accounts shall be settled within six months after the last day of the prescribed period.

Article 114. Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed by the other of the result of an inquiry, does not raise any objection within six months, the matter shall be regarded as settled.

Article 116. Modifications

These Detailed Regulations may be modified or supplemented, not inconsistently with the Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 117. Entry into Force and Duration of these Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the Agreement.

2. These Detailed Regulations, and each modification made hereto pursuant to Article 116, shall have the same duration as the Agreement.

Done in duplicate in the English and French languages, both versions being equally authenic, and signed at Washington, D.C. on the 17th day of March, 1981, and at Paris, France on the 13th day of April 1981.

FOR THE UNITED STATES POSTAL SERVICE:

Assistant Postmaster General
International Postal Affairs

FOR THE POSTAL ADMINISTRATION OF FRANCE:

Chef du Service des Affaires
Internationales

ARRANGEMENT

ENTRE LES ADMINISTRATIONS POSTALES

DE FRANCE ET DES ETATS UNIS D'AMERIQUE

POUR L'EXECUTION D'UN SERVICE

POSTADEX INTERNATIONAL/EMS

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PREAMBULE

Les soussignés, en vertu de l'autorité dont il sont investis, ont conclu l'Arrangement suivant.

ARTICLE 1

Objet de l'Arrangement

Cet Arrangement règle les échanges réciproques d'envois POSTADEX INTERNATIONAL/EMS entre la FRANCE et les ETATS UNIS D'AMERIQUE.

ARTICLE 2

Définition :

Les termes utilisés ci-après ont la signification suivante :

1 - Administration : forme abrégée pour désigner l'une des Administrations postales des pays signataires de cet Arrangement

2 - Articles et paragraphes : les articles et paragraphes de la présente entente, sauf quand le contexte indique que le terme "article" désigne un objet qui est ou qui peut être inséré dans un envoi.

3 - Convention : Convention de l'Union Postale Universelle adoptée par chaque Congrès de l'Union Postale Universelle.

4 - Règlement d'Exécution de la Convention :

Règlement d'Exécution de la Convention de l'Union Postale Universelle revu par chaque Congrès de l'Union Postale Universelle

5 - Service EMS International : Service créé par le présent Arrangement et dont les services intérieurs correspondants se dénomment POSTADEX en France et EXPRESS MAIL SERVICE aux Etats-Unis.

6 - Service programmé : Option du service permettant à l'expéditeur de conclure un arrangement contractuel pour l'expédition d'envois, selon une périodicité préétablie, à des destinataires nommément désignés.

7 - Service sur demande : Option du service permettant à l'expéditeur d'adresser un objet sur une base non contractuelle et sans aucune obligation de programmer son expédition ou de désigner préalablement le destinataire.

8 - Lorsqu'il est fait référence à la règlementation de l'une ou l'autre Administration ou à la législation interne de l'un ou l'autre pays il s'agit de la réglementation générale ou de la législation régissant le domaine en question, qui sont applicables quel que soit le pays d'origine.

ARTICLE 3

Service programmé :

1 - Chaque Administration offre un service régulier sur une base contractuelle aux clients qui consentent à utiliser ce service pour expédier leurs envois à un destinataire nommément désigné, selon une fréquence déterminée à l'avance et, en principe, au moins égale à une fois par mois.

2 - Chaque Administration fournit à l'autre Administration des indications sur les heures approximatives de distribution des envois pour chaque localité, basées sur les heures théoriques d'arrivée des vols utilisés pour l'expédition de ces envois.

3 - Pour chaque contrat de service programmé l'Administration d'origine communique à l'Administration de destination les informations suivantes au moins 10 jours avant l'entrée en vigueur du service :

a - le numéro du contrat du client qui figurera sur chaque envoi expédié ;

b - les noms et adresses de l'expéditeur et du destinataire ;

c - les jours d'expédition des envois ;

d - les conditions d'acheminement des envois ;

e - l'heure de distribution ;

f - la date de la mise en place de la liaison.

4 - L'Administration de destination est également tenue informée dans les mêmes délais de toute modification intervenant dans le fonctionnement de la liaison considérée ou de sa cessation.

ARTICLE 4

Service sur demande :

1 - Chaque Administration offre un service sur demande qui permet aux clients d'expédier leurs envois selon une périodicité non régulière.

2 - Chaque Administration fournit à l'autre Administration une liste des localités à destination desquelles le service sur demande est admis.

3 - Chaque Administration fournit à l'autre Administration pour chaque localité où le service sur demande est admis, des indications sur les heures approximatives de distribution des envois, basées sur l'heure théorique d'arrivée des vols utilisés pour l'expédition de ces envois.

4 - Chaque Administration communique à l'autre Administration toutes les marques d'identifications ou numéros qu'elle utilise pour les envois sur demande.

5 - L'Administration d'origine n'est pas tenue d'informer préalablement l'Administration de destination de l'expédition d'envois du service sur demande.

ARTICLE 5

Taxes à payer par l'expéditeur :

Chaque Administration fixe les taxes à percevoir sur l'expéditeur et conserve la totalité de ces taxes.

ARTICLE 6

Taxes et droits à percevoir sur le destinataire :

Chaque Administration est autorisée à percevoir sur le destinataire les droits de douane et autres taxes non postales auxquelles est soumis chaque objet qu'elle distribue ainsi que les frais de perception de ces taxes.

ARTICLE 7

Conditionnement des envois :

Sous réserve que son contenu n'entre pas dans la catégorie des interdictions énumérées à l'article 9, chaque envoi admis dans le service doit :

a - Comporter un emballage adapté à la nature du contenu et aux conditions de transport ;

b - Etre revêtu d'une étiquette-adresse spéciale sur laquelle figurent les noms et adresses de l'expéditeur et du destinataire et le numéro du contrat ;

c - Répondre aux conditions de dimensions et de poids fixées à l'article 10 ;

d - Etre muni de l'étiquette de douane C1 et de la déclaration en douane C2/CP 3 et être aisement vérifiable par le service des douanes.

ARTICLE 8

Indication de paiement :

Les envois doivent être affranchis selon les méthodes admises par chaque Administration.

ARTICLE 9

Interdictions :

1 - Les dispositions de la Convention relatives aux interdictions s'appliquent, en toutes circonstances, au contenu des envois.

2 - Chaque Administration doit communiquer à l'autre les renseignements nécessaires sur les règlements douaniers ou autres, ainsi que les interdictions et les restrictions régissant l'entrée des envois postaux dans ses services.

ARTICLE 10

Limites de dimensions et de poids :

1 - Dimensions : au maximum 0,90 mètre pour la longueur et 2 mètres pour la somme de la longueur et du plus grand pourtour pris dans un sens autre que celui de la longueur

- Poids 15 kg maximum

2 - Les Administrations peuvent convenir par correspondance de modifier les limites de dimensions et de poids fixées au paragraphe 1 ; cependant, la limite de poids maximale ne peut, en aucun cas, dépasser 20 kg.

ARTICLE 11

Traitement des envois acceptés à tort :

1 - Quand, en vertu de l'article 9, un envoi contenant un objet interdit a été admis à tort, celui-ci est traité conformément à la législation du pays de l'Administration qui en a constaté la présence.

2 - Quand le poids ou les dimensions d'un envoi dépassent les limites fixées à l'article 10, cet envoi est renvoyé à l'Administration d'origine si la règlementation de l'Administration de destination n'en permet pas la distribution.

3 - Quand un envoi admis à tort ne peut être ni remis au destinataire, ni renvoyé à l'origine, l'Administration d'origine est tenue informée du traitement appliqué à l'envoi ainsi que de la restriction ou de l'interdiction ayant motivé un tel traitement.

ARTICLE 12

Règles générales pour le dédouanement et la distribution :

1 - Chaque Administration s'efforce de limiter au minimum le temps nécessaire au dédouanement des envois.

2 - Chaque Administration conformément à sa réglementation interne s'efforce d'assurer la distribution des envois dans les meilleurs délais possibles.

ARTICLE 13

Envois ne pouvant être distribués :

1 - Si la distribution d'un envoi n'a pu être assurée, celui-ci est tenu à la disposition du destinataire pendant le délai d'instance prévu par la règlementation de l'Administration de destination.

2 - Un envoi refusé par le destinataire est immédiatement renvoyé à l'Administration d'origine.

3 - Chaque envoi qui n'a pu être distribué doit être renvoyé à l'Administration d'origine par l'intermédiaire du service POSTADEX INTERNATIONAL/EMS.

4 - Aucune Administration ne doit percevoir de l'autre une taxe pour le renvoi d'un envoi qui n'a pu être distribué.

ARTICLE 14

Envois parvenus en fausse direction et à réexpédier :

1 - Chaque envoi parvenu en fausse direction est réexpédié sur sa véritable destination par la voie la plus directe utilisée par l'Administration qui l'a reçu.

2 - Aucune Administration ne doit percevoir de l'autre une taxe pour la réexpédition d'envois parvenus en fausse direction.

ARTICLE 15

Réclamations :

1 - Chaque Administration répond dans le plus bref délai qui, en aucun cas, ne doit excéder un mois, aux réclamations originaires de l'autre Administration.

2 - Les réclamations ne pourront être acceptées que pendant la période de 4 mois courant à partir du jour d'expédition de l'objet.

3 - Le présent article n'autorise pas les demandes régulières de confirmation de livraison des envois.

ARTICLE 16

Paiement des frais occasionnés par le déséquilibre de trafic :

1 - A la fin de chaque année civile, l'Administration qui, durant l'année considérée, a reçu un plus grand nombre d'envois qu'elle n'en a expédiés a le droit de percevoir sur l'autre Administration, à titre de compensation, une rémunération correspondant aux coûts de traitement de surface et de distribution pour chaque envoi reçu en plus.

2 - Chaque Administration fixe une taxe de déséquilibre par envoi qui doit correspondre aux coûts des services.

3 - La taxe de déséquilibre peut être modifiée comme suit :

a - Chaque Administration peut augmenter le montant de sa taxe de déséquilibre si cette augmentation est rendue nécessaire par une hausse des coûts de service ;

b - Pour être applicable, toute modification de la taxe de déséquilibre doit ,

- être communiquée à l'autre Administration au moins trois mois à l'avance.

- rester en vigueur au moins une année.

4 - Aucune rémunération compensatrice ne sera perçue si la différence du nombre d'envois échangés est inférieure à mille.

ARTICLE 17

Frais de transport aérien interne :

Chaque Administration assurant le transport aérien des envois à l'intérieur de son pays est en droit de se faire rembourser les frais de transport aérien interne aux taux prévus, en la matière, par les dispositions de la Convention.

ARTICLE 18

Frais de transit aérien

1 - Les Administrations peuvent convenir par correspondance d'effectuer le transit aérien aux termes du présent article.

2 - Chaque Administration effectue, selon les dispositions de l'alinéa 1 de cet article, le transit par avion des envois en provenance ou à destination de tout pays avec lequel elle a établi des relations de type EMS. Elle doit également indiquer le temps minimum nécessaire pour effectuer cette opération.

3 - Pour chaque envoi traité conformément au présent article, l'Administration ayant assuré le transit aérien est autorisée à percevoir sur l'autre Administration les frais correspondants prévus par la Convention.

ARTICLE 19

Interdiction de percevoir des tarifs, taxes ou droits supplémentaires :

Les Administrations ne peuvent percevoir que les tarifs, taxes et droits prévus dans cet Arrangement.

ARTICLE 20

Application de la Convention :

La Convention et son Règlement sont applicables par analogie, dans tous les cas non expressément régis par cet Arrangement et son Règlement d'Exécution.

ARTICLE 21

Suspension temporaire du service :

1 - Si des circonstances exceptionnelles le justifient, l'une ou l'autre Administration peut suspendre temporairement le service.

2 - La notification de cette suspension doit immédiatement être communiquée à l'autre Administration.

ARTICLE 22

Règlement d'Exécution :

1 - Les modalités d'application de cet Arrangement sont régies par le Règlement d'Exécution.

2 - Les dispositions du Règlement d'Exécution pourront être modifiées, à condition de ne pas être en contradiction avec cet Arrangement, par consentement mutuel et au moyen d'un échange de correspondances entre les représentants de chaque Administration autorisés à procéder à de tels amendements.

ARTICLE 23

Arbitrage :

Tout litige survenant entre les Administrations au sujet de l'interprétation ou de l'application de cet Arrangement qui ne peut être résolu à la satisfaction mutuelle des Administrations est réglé par arbitrage, conformement aux procédures d'arbitrage de l'Union Postale Universelle, à partir du moment où le litige est soumis par une Administration à un arbitrage.

Les arbitres sont choisis parmis les Administrations qui participent au service international E.M.S.

ARTICLE 24

Règles et Règlements supplémentaires :

Chaque Administration est autorisée à adopter pour l'exploitation interne de son service des règles d'exécution et des règlements à condition qu'ils ne soient pas incompatibles avec cet Arrangement et son Règlement d'Exécution.

ARTICLE 25

Annulation du précédent Arrangement

Cet Arrangement annule et remplace la Convention Bilatérale, mise en place le 16 juin 1975, pour l'échange d'envois POSTADEX INTERNATIONAL/EMS entre la FRANCE et les U.S.A.

ARTICLE 26

Entrée en vigueur et durée de l'Arrangement :

1 - Cet Arrangement entre en vigueur à une date convenue mutuellement par les deux Administrations après qu'il ait été signé par les représentants autorisés des deux Administrations.

2 - Cet Arrangement viendra à expiration douze mois après que l'une des deux Administrations en ait notifié par écrit sa dénonciation à l'autre Administration.

Fait en double exemplaire, chacun en langues française et anglaise, les deux textes faisant foi.

FAIT à WASHINGTON le
17th March 1981
Pour l'Administration Postale
des U.S.A.

Fait à PARIS le 15 AVRIL 1981

Pour l'Administration Postale
de la France

P. LE SAUX
Chef du Service des Affaires
Internationales

REGLEMENT D'EXECUTION DE L'ARRANGEMENT ENTRE LES ADMINISTRATIONS POSTALES DE FRANCE ET DES ETATS-UNIS D'AMERIQUE POUR L'EXECUTION D'UN SERVICE POSTADEX INTERNATIONAL/EMS

TABLE DES MATIERES

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Les soussignés, en vertu de l'autorité dont ils sont investis, ont arrêté le Règlement d'Exécution suivant pour la mise en oeuvre de l'Arrangement concernant le service POSTADEX INTERNATIONAL/E.M.S. entre les Administrations postales de France et des Etats-Unis d'Amérique.

ARTICLE 101

Informations à fournir par les Administrations

1 - Chaque Administration notifie à l'autre Administration :

a - Les informations nécessaires concernant la douane ou tout autre règlement ainsi que les interdictions, restrictions qui régissent l'entrée des envois dans les limites de son territoire ou dans les autres régions placées sous son autorité.

b - Les dispositions de leurs lois ou règlements applicables au transport des envois.

c - Les taxes et droits fixés en vertu de l'Arrangement.

d - Les formules, étiquettes et autres documents nécessaires au service.

2 - Chaque modification apportée aux renseignements mentionnés au paragraphe 1 doit être immédiatement signalée par écrit à l'autre Administration.

ARTICLE 102

Adresses de l'expéditeur et du destinataire

Pour être admis à l'expédition chaque envoi doit porter, en caractères latins et chiffres arabes soit sur l'envoi, soit sur une étiquette solidement fixée à l'envoi, les noms et adresses complètes de l'expéditeur et du destinataire.

ARTICLE 103

Envois contenant des marchandises

1 - Chaque envoi contenant des marchandises ou tout autre article passible de droit de douane doit être accompagné d'une déclaration en douane (formule C2/CP 3 de l'Union Postale Universelle) ou d'une formule similaire. Il convient de s'assurer que la déclaration en douane est bien jointe à chaque objet.

2 - Le contenu de chaque envoi est décrit en détail sur la déclaration en douane.

3 - Bien que les Administrations n'assument aucune responsabilité pour l'exactitude des déclarations en douane elles informent les expéditeurs sur la nécessité de les remplir correctement

4 - La valeur totale de tous les envois qu'un expéditeur peut adresser par jour, à un même destinataire aux U.S.A., ne doit pas excéder 250 dollars.

ARTICLE 104

Conditions d'emballage

1 - Chaque envoi doit être emballé et fermé d'une façon adaptée à son poids, à sa forme et à la nature de son contenu ainsi qu'au mode et à la durée du transport.

2 - Chaque envoi doit être emballé et fermé de manière à ne présenter aucun danger au cas où il contiendrait des objets susceptibles de blesser les agents chargés de le manipuler ou de salir ou détériorer les autres envois ou le matériel postal.

3 - Chaque envoi doit disposer sur son emballage ou son enveloppe d'un espace suffisant pour y mettre les mentions de service et pour y apposer les étiquettes. Il doit, en outre, être accompagné des déclarations en douane nécessaires (C1 - C2/CP 3).

4 - Chaque envoi qui nécessite un emballage spécial est confectionné conformément aux dispositions prévues à cet effet par le Règlement de la Convention.

ARTICLE 105

Confection des dépêches

1 - Les dépêches doivent être closes et doivent être accompagnées du bordereau de livraison des dépêches avion et des formules exigées par ce règlement.

2 - Les envois doivent être insérés dans des sacs bleu et orange, couleurs adoptées comme symbole d'identification du service

3 - Les envois contenant des marchandises ou tout autre article passible de droits de douane sont expédiés séparément et accompagnés d'une formule distincte.

4 - Chaque sac est fermé à l'aide d'une étiquette supplémentaire spéciale à chevrons de couleur bleue et orange masquée par l'étiquette AV 8 règlementaire. Si le sac contient des marchandises ou des objets passibles de droits de douane, mention doit en être faite sur l'étiquette AV 8.

5 - Le poids du sac ou de chacun des sacs composant la dépêche ne doit pas dépasser 30 kg.

ARTICLE 106

Formule

1 - Un document de service, d'une contexture admise par chaque Administration, accompagne chaque dépêche.

2 - Chaque envoi expédié par le service programmé doit être inscrit individuellement sur la formule. Lorsqu'un envoi n'est pas expédié, le numéro du contrat et une mention relative à cette non expédition doivent être portés sur la formule.

3 - Le nombre total des envois sur demande contenus dans une dépêche est inscrit globalement sur une formule distincte.

4 - La formule indique clairement que la dépêche contient des envois POSTADEX INTERNATIONAL/E.M.S.

ARTICLE 107

Bordereau de livraison des dépêches-avion

1 - Un bordereau de livraison des dépêches-avion (formule AV 7 de l'Union Postale Universelle) doit accompagner chaque dépêche.

2 - Le bordereau de livraison des dépêches avion doit être revêtu d'une mention indiquant clairement que la dépêche contient des envois POSTADEX INTERNATIONAL/E.M.S.

ARTICLE 108

Bureaux d'échange

1 - L'échange des dépêches doit s'effectuer entre les bureaux d'échange désignés par chaque Administration.

2 - Chaque Administration désigne les bureaux d'échange qui participent au service et doit informer l'autre Administration de leurs lieux d'implantation.

3 - Chaque Administration doit préalablement informer l'autre Administration du changement d'intitulé, de la création et de la suppression d'un bureau d'échange.

ARTICLE 109

Vérification des dépêches et de leur contenu

1 - A la réception d'une dépêche, l'Administration de destination doit vérifier si la dépêche est conforme aux indications du bordereau de livraison AV 7.

2 - Le bureau d'échange destinataire doit vérifier dès que possible le contenu de chaque dépêche afin de s'assurer qu'il est conforme aux indications de la formule.

ARTICLE 110

Notification des irrégularités

1 - Toute anomalie, irrégularité, absence d'envois, tout vol ou dommage, constatés à l'occasion de la réception de tout objet seront signalés selon la procédure habituelle prévue pour les envois de la poste aux lettres par la Convention. Toutefois, le télex pourrait également être utilisé pour toute irrégularité ou incident présentant un réel caractère d'urgence.

2 - De plus, les irrégularités doivent être traitées selon la règlementation de l'Administration de destination.

ARTICLE 111

Réexpédition des envois en fausse direction

L'Administration de réexpédition doit notifier par télex à l'Administration d'origine toutes les informations utiles concernant la réception et la réexpédition de chaque envoi ou de chaque sac parvenu en fausse direction.

ARTICLE 112

Renvoi des envois à l'origine

Chaque Administration qui renvoie un objet pour une raison quelconque doit indiquer, soit à la main, soit au moyen d'un timbre ou d'une étiquette sur l'envoi et sur la formule qui l'accompagne, les raisons de la non-distribution.

ARTICLE 113

Comptabilité et règlement des comptes

1 - Les procédures de comptabilité et de règlement des comptes pour le transport aérien intérieur sont régies par les dispositions concernant la comptabilité de la poste aérienne du Règlement d'Exécution de la Convention.

2 - La procédure de comptabilité et de règlement des comptes pour le paiement des taxes de déséquilibre de trafic est le suivant :

a - Le décompte doit s'effectuer chaque année civile.

b - Chaque Administration établit trimestriellement sur une formule admise par les deux Administrations un relevé du nombre d'objets reçus dans chaque dépêche d'après les indications figurant sur la formule descriptive insérée dans chacune des dépêches. Ces relevés doivent être expédiés à l'Administration d'origine dans les deux mois qui suivent la fin du trimestre.

c - Après vérification de ces relevés, l'Administration expéditrice devra prévenir par écrit l'Administration de destination de son acceptation.

Si la vérification révèle quelques erreurs un relevé corrigé doit être renvoyé à l'Administration de destination. Si cette dernière conteste les corrections, elle doit confirmer ses données réelles en expédiant les photocopies des documents de service et en signalant les erreurs de l'Administration d'origine.

Si aucune correction n'a été notifiée à l'Administration de destination dans les deux mois qui suivent l'expédition du relevé trimestriel des envois reçus, le compte doit être considéré comme accepté.

d - Après acceptation par chaque Administration de la récapitulation des envois reçus établie par l'autre, l'Administration créancière doit présenter annuellement sur une formule admise par les deux Administrations, un compte détaillé et un état des frais qui indiquent le nombre total des envois reçus et expédiés, le déséquilibre la taxe compensatoire par envoi et le montant de la somme réclamée.

e - Les comptes doivent être liquidés dans les six mois qui suivent le dernier jour de la période de règlement.

ARTICLE 114

Définitions

Les définitions données à l'article 2 de l'Arrangement s'appliquent à ce Règlement d'Exécution.

ARTICLE 115

Délai de garde des documents

1 - Les documents de service doivent être gardés durant une période minimale de dix huit mois à partir du lendemain du jour auquel ils se rapportent.

2 - Un document se rapportant à un litige ou à une enquête doit être gardé jusqu'à ce que la question soit réglée. Si l'Administration réclamante dûment informée par l'autre des résultats de l'enquête ne soulève aucune objection dans les six mois, l'affaire est considérée comme réglée.

ARTICLE 116

Modifications

Le Règlement d'Exécution peut être modifié ou complété, à condition de ne pas être en contradiction avec l'Arrangement, par consentement mutuel et au moyen d'un échange de correspondances entre les représentants de chaque Administration autorisés à procéder à de tels amendements.

ARTICLE 117

Entrée en vigueur et durée de ce Règlement d'Exécution

1 - Ce Règlement d'Exécution entre en vigueur à la même date que l'Arrangement.

2 - Ce Règlement d'Exécution et chaque correction apportée selon l'article 116 sont de même durée que l'Arrangement.

Fait en double exemplaire, chacun en langues française et anglaise, les deux textes faisant foi.

Fait à WASHINGTON le
17th March 1981
Pour l'Administration Postale
des U.S.A.

Fait à PARIS le 13 AVRIL 1981

Pour l'Administration Postale
de la France

P. LE SAUX
Chef du Service des Affaires
Internationales

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-925

10114

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10114

POSTAL

Express Mail Service

Agreement, With Detailed
Regulations, Between the
UNITED STATES OF AMERICA
and KUWAIT

Signed at Kuwait and Washington
February 28 and March 11, 1981

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KUWAIT

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Kuwait and Washington February 28 and March 11, 1981;
Entered into force April 1, 1981.

INTERNATIONAL EXPRESS MAIL/MUMTAZPOST AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail/Mumtazpost between the United States of America and the State of Kuwait, including any areas for which the postal administrations of these countries exercise International Express Mail/Mumtazpost responsibilities.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Article and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

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[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

5. International Express Mail/Mumtazpost Service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Mumtazpost Service in the State of Kuwait;

6. Scheduled service - an International Express Mail/Mumtazpost Service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees.

7. On-demand service - an International Express Mail/Mumtazpost Service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin;

Article 3. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) the identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4. On-Demand Service

1. Each administration may at its discretion, offer on-demand service which is available to customers on a non-scheduled basis.

2. Subject to Section 1 of this Article, each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5. Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 6. Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7. Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail/Mumtazpost Service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of size and weight fixed by Article 9.

Article 8. Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail/Mumtazpost items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9. Limits of Size and Weight

1. An item of International Express Mail/Mumtazpost: (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and (b) shall not exceed 15 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in Section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

Article 10. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11. General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail/ Mumtazpost by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail/Mumtazpost items.

Article 12. Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail/Mumtazpost Service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13. Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14. Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail/Mumtazpost item posted by the other administration.

2. Inquiries shall be accepted only within a period of ninety days from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15. Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of Mumtazpost/International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

b. To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than five hundred.

Article 16. Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17. Onward Air Conveyance

1. The administrations may agree, by exchange or correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under Section 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail/ Mumtazpost items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18. Liability of Administrations

The administrations shall assume no liability for loss of, damage to, theft from, or delay in delivery of items. However, either administration may choose to assume liability on its own without recourse to the other administration.

Article 19. No. Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 20. Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 22. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended, not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 23. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail/Mumtazpost Service.

Article 24. Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 25. Entry Into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

---

[1] Apr. 1, 1981.

Done in duplicate and signed at Washington, D. C on the 11th day of March, 1981, and at Kuwait on the 28th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

W F Bolger [1]

Postmaster General

FOR THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT:

Ebrahim Yousuf Al-Abdul Razzak

Acting Under Secretary.

[1] W. F. Bolger.

91-126 O - 82 - 2

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL/MUMTAZPOST AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT

DETAILED REGULATIONS

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail/Mumtazpost Agreement between the United States Postal Service and the Postal Administration of the State of Kuwait.

Article 101. Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

a. the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail/Mumtazpost items in the territory of its country and other areas for which it has International Express Mail/Mumtazpost responsibility;

b. the provisions of its laws or regulations applicable to the conveyance of International Express Mail/Mumtazpost items;

c. the rates and dues established under the Agreement; and,

d. the forms, labels, and other documentation which it requires in the service.

2. Any changes of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102. Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail/Mumtazpost shall bear, in roman letters and arabic

figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103. Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 104. General Make-Up of Mails

1. International Express Mail/Mumtazpost dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail/Mumtazpost bags.

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail/Mumtazpost identification symbol. Each bag label shall clearly indicate the exchange office of destination.

Article 105. Manifests

1. An International Express Mail/Mumtazpost manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail/Mumtazpost items.

Article 106. Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.

2. the air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail/Mumtazpost.

Article 107. Exchange Offices

1. The exchange of dispatches of International Express Mail/Mumtazpost shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail/Mumtazpost exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

Article 108. Check of International Express Mail/Mumtazpost

1. Upon receipt of an International Express Mail/Mumtazpost dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 109. Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 110. Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 111. Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reasons for non-delivery.

Article 112. Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

a. The settlement shall take place at the end of each calendar year.

b. Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail/Mumtazpost manifests. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

c. After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail/Mumtazpost manifests and notices of irregularities to the administration of origin. If the destination

administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

d. After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

e. Accounts shall be closed within 6 months after the last day of the settlement period.

Article 113. Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 114. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 115. Alterations or Amendments

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 116. Entry Into Force and Duration of These Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the International Express Mail/Mumtazpost Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to Article 115, shall have the same duration as the International Express Mail/Mumtazpost Agreement to which they refer.

Done in duplicate and signed at Washington, D. C on the
11th day of March, 1981, and at Kuwait on the
28th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

Postmaster General

FOR THE POSTAL ADMINISTRATION OF
THE STATE OF KUWAIT:

Ebrahim Yousuf Al-Abdul Razzak
Acting Under Secretary.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-326

10116

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10118

SCIENTIFIC AND TECHNICAL COOPERATION

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and PAKISTAN

Signed at Washington March 2, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $2.

PAKISTAN

Scientific and Technical Cooperation

Memorandum of understanding signed at Washington March 2, 1981;
Entered into force March 2, 1981.

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MEMORANDUM OF UNDERSTANDING

between

THE U. S. NATIONAL SCIENCE FOUNDATION

and

THE PAKISTAN MINISTRY OF SCIENCE AND TECHNOLOGY

The U. S. National Science Foundation and the Pakistan Ministry of Science and Technology recognizing that scientific and technical cooperation will advance the state of the science and strengthen the bonds of friendship between them to their mutual benefit, desiring to promote in areas of common interest the closest collaboration between the civil scientific agencies in institutions of both countries, have agreed as follows:

Article 1

The the U. S. National Science Foundation and the Pakistan Ministry of Science and Technology undertake to pursue a programme of mutual scientific and technical cooperation for the exchange of ideas, information, skills and techniques, on problems of mutual interest, to work together and to utilize special scientific facilities available to both agencies in their respective countries.

To the extent that the two agencies may agree, this cooperation will include:

1. Cooperative projects of research and education in Science and Technology

2. Foreign visits and attendance at international meetings

3. Cooperation in the holding of seminars and workshops on scientific and technical subjects of mutual interest

4. Arrangement for the collection, exchange and dissemination of scientific data and information (latest and unclassified) and translation of recent scientific papers written in languages other than English.

Article 2

Each agency shall bear the cost, in accordance with its own financial and budgetary processes and subject to the availability of funds, of discharging its responsibilities under this Memorandum of Understanding. The costs borne by the National Science Foundation may be defrayed from US owned Pakistan currencies and such other sources as may be agreed upon between the parties and will be subject to the regulations and procedures of the Government of Pakistan.

Article 3

Each agency shall facilitate, to the extent feasible, through collaboration with the appropriate competent authorities the granting of visas and other forms of official permission, for entry to and exit from its territory of personnel and equipment of the other country required for projects under this Memorandum of Understanding.

Article 4

Except as provided below in Article 5, scientific and technical information derived from a cooperative activity under this Memorandum of Understanding shall be made available to the World's scientific community through customary channels and in accordance with normal scientific procedures.

Article 5

If any scientific or technical results derived from a cooperative activity under this Memorandum of Understanding are the subject of a patent or patent application, each party shall hold all the rights to all inventions claimed hereunder in its own territory. Rights to such inventions in third countries shall be determined by a separate agreement to be negotiated by the parties.

Article 6

The two agencies shall, from time to time, jointly review the progress of cooperation under this Memorandum of Understanding.

Article 7

This Memorandum of Understanding shall enter into force upon signature and shall remain in force until May 31, 1983, unless terminated earlier by either party. Notice shall be given at least 60 days prior to the desired termination date by notification in writing by one agency to the other agency.

Article 8

This Memorandum of Understanding is subject to the laws of the the United States of America and the Islamic Republic of Pakistan.

In witness hereof the undersigned, being duly authorized have signed this Memorandum of Understanding.

Done at Washington, D. C., this 2nd day of March 1981.

[1]

U. S. NATIONAL SCIENCE FOUNDATION

[2]

PAKISTAN MINISTRY OF SCIENCE AND TECHNOLOGY

[1] John B. Slaughter.
[2] M. Sheikh Ahmed.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-414

10117

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10117

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and HONG KONG

Amending the Agreement of
August 8, 1977, as Amended

Effected by Exchange of Letters
Signed at Hong Kong March 13, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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HONG KONG

Trade in Textiles and Textile Products

Agreement amending the agreement of August 8, 1977, as amended.
Effected by exchange of letters
Signed at Hong Kong March 13, 1981;
Entered into force March 13, 1981;
Effective January 1, 1981.

The American Consul General to the Hong Kong Acting Director of Trade, Industry and Customs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
HONG KONG

March 13, 1981

The Honorable Lawrence Mills, J. P.
Acting Director of Trade, Industry & Customs
Trade Industry and Customs Department
15/F, Ocean Centre
Canton Road
Kowloon

Dear Sir:

I have the honor to refer to the Agreement concerning trade in cotton, wool and man-made fiber textiles and textile products between the Government of Hong Kong and the Government of the United States of America dated 8 August 1977 with annexes, and as amended from time to time[1] (hereinafter called "The Agreement"). I further refer to consultations between the two Governments which took place in Hong Kong, 13-15 November 1980, and 24 February 1981.

As a result of the consultations, I propose on behalf of the Government of the United States of America that the Agreement be amended as follows:

(1) That category 640 shall, as from 1 January 1981, cease to be subject to the specific limits set out in Annex A of the Agreement and shall instead become subject to paragraph 9 of the Agreement.

(2) In respect of 1981 agreement year only, Hong Kong undertakes as follows:

(A) Not to utilize carryover and carryforward in respect of each of the following categories:

331
333/4/5
338/9
338/9(1)
340
341
347/8
638/9
641

[1] TIAS 8936, 9291, 9611, 9714; 29 UST 2184; 30 UST 1813; 31 UST 294; 32 UST.

(B) Not to utilize carryover in respect of each of the following categories:

337
342
635

(C) Not to utilize carryforward in respect of each of the following categories:

345
648

(D) To limit utilization of swing to not more than five per cent in respect of each of the following categories:

331
333/4/5
338/9
338/9(1)
340
341
347/8
638/9
641

Sub-paragraphs (A), (B), (C) and (D) hereof shall not affect the flexibility provisions for Group II as provided for in the Agreement signed on 8 August 1977.

(3) In exercise of the provisions of paragraph 8 of the Agreement, the unadjusted specific levels for categories 317 and 336 shall be increased by 2,834,000 S.Y.E. and 13,894 doz., respectively. These increases shall be effective for the 1981 agreement year only and shall not be taken into account for the purposes of utilization of flexibility.

(4) In relation to the merged category 333/4/5, the 1981 sub-limit for merged sub-category 333/4 shall be increased by five percentage points to 246,471 dozen. This adjustment shall not constitute any increase in the limit for sub-category 335 or for merged category 333/4/5.

If the foregoing arrangement is acceptable to the Government of Hong Kong, this letter and your letter of acceptance shall constitute an amendment to the Agreement.

In addition to the foregoing proposed amendments to the Agreement and arising from the same consultations, it was further agreed that the arrangements for 1981 would not prejudice the position of either Government, vis-a-vis the negotiations being held in the GATT Textiles Committee on the future of the MFA.

Further, both Governments affirmed that Hong Kong's exports of cotton, wool, and man-made fiber textiles and apparel to the United States of America should continue to be governed by a bilateral agreement in 1982.

Finally, both Governments agreed to review the existing Bilateral Agreement in the light of the results of the negotiations on the MFA.

Accept, Sir, the renewal of my highest consideration.

Sincerely,

Thomas P. Shoesmith
Consul General

The Hong Kong Acting Director of Trade, Industry and Customs to the American Consul General

Trade Industry and Customs Department 工商署

Director of Trade Industry and Customs

13 March 1981

Sir,

I refer to your letter dated 13 March 1981 regarding an amendment to the Agreement concerning trade in cotton, wool and man-made fibre textiles and textile products between the Government of the United States of America and the Government of Hong Kong, of 8 August 1977, with annexes, as amended. I wish to confirm that this letter and your letter constitute an amendment to the Agreement, such amendment being without prejudice to the position of either Government in the negotiations on the future of the MFA. Further, I wish to confirm the understanding about 1982.

Accept, Sir, the renewed assurances of my highest consideration.

Lawrence Mills

(L.W.R. Mills)

Mr. Thomas P. Shoesmith,
Consul-General,
Consulate General of the
United States of America,
26 Garden Road,
Hong Kong.

Trade Industry and Customs Department, Ocean Centre, Kowloon, Hong Kong

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—81-415

10122

AVIATION

Provision of Services

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and URUGUAY

Signed at Washington and Montevideo
March 19 and 20, 1981

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S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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URUGUAY

Aviation: Provision of Services

Memorandum of agreement signed at Washington and Montevideo
March 19 and 20, 1981;
Entered into force March 20, 1981.

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

REPUBLIC OF URUGUAY
DIRECCION NACIONAL DE AVIACION CIVIL
E INFRAESTRUCTURA AERONAUTICA

WHEREAS, THE Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish services requested by the Republic of Uruguay represented by the Direccion Nacional de Aviacion Civil e Infraestructura Aeronautica, hereinafter referred to as the DINACIA; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad and Section 5 of the International Aviation Facility Act of 1948, as amended,[1] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

[1] 72 Stat. 749; 49 U.S.C. § 1346.

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

This Memorandum of Agreement (MOA) sets forth the general terms and conditions under which FAA may provide technical assistance and services to the DINACIA for developing and modernizing the civil aviation infrastructure, facilities, aerodromes, airspace system and flight inspection for the Republic of Uruguay.

ARTICLE II - Description of Services

All services rendered and other assistance provided under this Agreement shall be specified in corresponding Annexes which when duly signed by the parties, will become part of this Agreement.

The parties agree that each Annex will contain a concise description of the tasks to be performed by FAA for the DINACIA, the man-power, material, and other resources required to accomplish these tasks, the estimated cost of the tasks, and implementation schedule. All activities undertaken by FAA will be subject to the availability of its personnel and resources and such a determination will be made by FAA prior to negotiating and consummating specific Annexes.

ARTICLE III - Status of FAA Personnel in Uruguay

A. The parties agree that FAA personnel assigned to this program will retain their legal status as citizens of the U.S. Government. The supervision and administration of FAA employees shall be in accordance with policies and procedures of the FAA. Such employees shall observe the standards of discipline and conduct which are expected of public service officials of the United States.

B. FAA personnel will receive local support from the U.S. Embassy. Such Embassy support will be defined when appropriate, under a separate support agreement between FAA and the U.S. Embassy.

ARTICLE IV - Liability

The Direccion Nacional de Aviacion Civil e Infraestructura Aeronautica, on behalf of the Government of the Republic of Uruguay, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States, arising out of work performed under this Agreement. The DINACIA, on behalf of the Government of Uruguay, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States, arising out of work performed under this Agreement. The DINACIA, on behalf of the Government of Uruguay, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Uruguay, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work performed under this Agreement.

ARTICLE V - Financial Provisions

A. Except for local support provided by the DINACIA in accordance with the appropriate Annex, FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with U.S. Government regulations and practices.

If for any reason the DINACIA is unable to fully provide the support specified in the appropriate Annex or if the support is not equivalent to that prescribed in pertinent U.S. regulations, the FAA may obtain or provide such additional support as necessary to accomplish its tasks. Such FAA costs for additional support to the DINACIA will be reimbursed in accordance with Article V B below.

B. The DINACIA shall pay to FAA, in accordance with provisions set forth in Annexes made a part of this Agreement, the amount of such actual costs incurred by FAA, including all costs arising from termination of this agreement made by the DINACIA.

C. In each Annex, the DINACIA shall identify the office to which the FAA will render financial statements and consult on related financial matters.

D. Agreement Number NAT-I-1051 has been assigned by FAA to identify this project and should be referred to in all related correspondence. Each Annex to this Agreement will be assigned a capital letter, starting with A, and strictly following in alphabetical order; e.g. NAT-I-1051A, B, C, etc.

E. Payment for services shall be by check in United States dollars within thirty (30) days from receipt of FAA bills, made payable to the Federal Aviation Administration.

F. In accordance with U.S. regulations, the DINACIA is notified that late charges may be assessed at the rate of 3/4 of 1% (0.0075) on overdue undisputed payments for each late 30 day period or portion thereof.

ARTICLE VI - Amendments

Any changes in the services to be furnished under this Agreement, or any additional cost that may arise over the total amount stated in the Annex, shall be formalized by an appropriate written amendment to this Agreement, which shall outline the exact matter of the change.

ARTICLE VII - Effective Date and Termination

This Agreement becomes effective upon the official notification by the DINACIA to FAA after signature of the duly authorized representatives of FAA and the DINACIA and shall remain in effect until such time as agreed upon by the FAA and the DINACIA and set forth in related Annexes. This Agreement or related Annexes may be terminated at any time by either party by 90 days notice in writing. Any such termination will allow FAA 120 days to close out that particular program and domestic support program operations and return FAA personnel to their regular FAA duty assignments. All FAA costs incurred as a result of termination of this Agreement or any of its Annexes made by the DINACIA will be reimbursed by the DINACIA to FAA.

The FAA and the DINACIA agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

THE REPUBLIC OF URUGUAY
DIRECCION NACIONAL DE AVIACION CIVIL
E INFRAESTRUCTURA AERONAUTICA

BY: [1]

TITLE: DIRECTOR NACIONAL DE AV. CIVIL E INFRAESTRUC. AERP.

DATE: 20 de Marzo de 1981.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

BY: [2]

TITLE: Director of International Aviation (Acting)

DATE: MAR 1 9 1981

[1] Brig. Gen. Manuel E. Buadas.
[2] Norman H. Plummer.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-618

10123

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10123

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and the POLISH PEOPLE'S REPUBLIC

Effected by Exchange of Notes
Signed at Washington September 15, 1980
and March 20, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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POLISH PEOPLE'S REPUBLIC

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington September 15, 1980 and March 20, 1981;
Entered into force March 20, 1981;
Effective January 1, 1981.

The Secretary of State to the Polish Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 15, 1980

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by protocol adopted on December 14, 1977 [1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Polish People's Republic concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Polish People's Republic. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the United States of America and the Polish People's Republic.

His Excellency

Romuald Spasowski,

Ambassador of the Polish People's Republic

---

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

1. The term of the Agreement shall be the four-year period from January 1, 1981 through December 31, 1984. Each "Agreement Year" shall be a calendar year.

2. The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(b) For purposes of this Agreement, categories 645, 646, and 443, 643, 644 are merged and treated as single categories 645/646 and 443/643/644, respectively.

3. Textiles and textile products covered by the Agreement shall be classified in four groups as follows:

Group I	-	Cotton, wool, and man-made fiber products other than apparel (Categories 300-320, 360-369, 400-429, 464-469, 600-627, 665-669).
Group II	-	Cotton and man-made fiber apparel other than suits (Categories 330-359, 630-642, 645-659).
Group III	-	Wool apparel, other than men's and boys' suits (Categories 431-442, 444-459).
Group IV	-	Men's and boys' suits of wool and all suits of man-made fiber (Category 443/643/644).

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Polish People's Republic shall limit annual exports from Poland to the United States of America

of cotton, wool, and man-made fiber textiles and textile products to the limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5, 6, and 7. Exports are subject to limits or levels for the year in which exported. The limits set out in Annex B do not include any adjustments permitted under paragraphs 5, 6, and 7.

5. Within the Aggregate Limit, in any Agreement Year the Group Limit for Group II may be exceeded by 7 percent, the Group Limit for Group III may be exceeded by 3 percent, and the Group Limit for Group IV may be exceeded by 6 percent.

6. During any Agreement Year and within the applicable Aggregate and Group Limits for such Agreement Year as they may be adjusted pursuant to paragraphs 5 and 7, any category specific Limit (or Sub-Limit) set out in Annex B may be exceeded by not more than:

10 percent if included in Group I,

7 percent if included in Group II,

5 percent if included in Group III,

6 percent if included in Group IV.

7. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraphs 5 and 6, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement Year;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the Fourth Agreement Year;

(4) Carryover of shortfall (as defined in sub-paragraph 7 (b)) shall not be applied to any limits until the Governments of the United States of America and the Polish People's Republic have agreed upon the amounts of shortfall involved.

(b) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Poland to the United States of America during an Agreement Year are below any applicable Group and Category specific limit or sub-limit as set out in Annex B. The Agreement Year following the shortfall, such exports from Poland to the United States of America may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 7 (a), by carryover of shortfalls in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

(c) The total adjustment permissible under this paragraph for the first Agreement Year shall be 6 percent consisting solely of carryforward.

8. Categories not given Specific Limits are subject to consultation levels and to the aggregate and applicable Group Limits. In the event the Government of the Polish People's Republic wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Polish People's Republic shall request consultations with the Government of the United States of America on this question and the Government of the United

States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Polish People's Republic shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category not given a Specific Limit shall be 1,000,000 square yards equivalent for each cotton and man-made fiber non-apparel category, 700,000 square yards equivalent for each cotton and man-made fiber apparel category, and 100,000 square yards equivalent for each wool category. Annual consultation levels above these stated amounts are specified in Annex C hereto.

9. Shipments of textiles and apparel from Poland to the United States individually valued at $250.00 or less shall not be charged to the limits or consultation levels set out in this Agreement.

10. The Government of the Polish People's Republic shall use its best efforts to space exports from Poland to the United States within each category evenly throughout the Agreement Year, taking into consideration normal seasonal factors. Exports from Poland in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

11. The Government of the United States of America shall promptly supply the Government of the Polish People's Republic with monthly data on imports of textiles from Poland, and the Government of the Polish People's Republic shall promptly supply the Government of the United States of America with quarterly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and the man-made fiber components; (II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers; and (III) Man-made fiber textiles if neither of the foregoing applies.

13. Fabric in chief weight rubber or plastic, presently classified in Category 369, TSUSA Number 359.1010, shall not be subject to the levels of the Agreement.

14. The Government of the United States of America and the Government of the Polish People's Republic agree to consult on any question arising in the implementation of the Agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

16. If the Government of the Polish People's Republic considers that, as a result of a limitation specified in this Agreement, Poland is being placed in an

inequitable position vis-a-vis a third country, the Government of the Polish People's Republic may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modificatior of the Agreement.

17. At the request of either Government, the two Governments will undertake a major review of this Agreement during the second half of the second Agreement Year.

18. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Poland of textiles covered by the Agreement.

19. The Government of the United States may assist the Government of the Polish People's Republic in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

20. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and Your Excellency's note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

[1]

[1] Harry Kopp.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Wool			
400	Tops and Yarns	2.0	Lb.
--Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k = not Knit

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
APPAREL			
--Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
--Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Wool (Cont.)			
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses.	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-Man-made Fiber (Cont.)			
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.
639	Knit Shirts and slouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber (Cont.)			
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other night-wear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other Cotton manufactures	4.6	Lb.
--Wool			
464	Blankets and auto robes	1.3	Lb.
465	Floor Covering	0.1	SFT.
469	Other Wool manufactures	2.0	Lb.
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B

SPECIFIC LIMITS

	AGREEMENT YEAR (Square Yards Equivalent)			
	1981	1982	1983	1984
Aggregate	53,753,759	57,247,753	60,968,857	64,931,833
Category 410	2,200,000	2,222,000	2,244,220	2,266,662
Group II	41,685,560	44,186,694	46,837,095	49,648,169
Category				
333	2,678,800	2,839,528	3,009,900	3,190,494
334	7,497,089	7,946,914	8,423,729	8,929,152
335	1,476,860	1,565,471	1,659,400	1,758,964
338	4,000,000	4,240,000	4,494,400	4,764,064
(TSUSA 380.0652)	(1,600,000)	(1,696,000)	(1,797,760)	(1,905,626)
339	1,643,602	1,742,218	1,846,751	1,957,556
634	5,002,267	5,302,403	5,620,547	5,957,780
(knit)	(3,710,000)	(3,932,600)	(4,168,556)	(4,418,669)
(not knit)	(1,590,000)	(1,685,400)	(1,786,524)	(1,893,715)
635	2,620,235	2,777,449	2,944,096	3,120,742
(not knit)	(1,191,016)	(1,262,477)	(1,338,226)	(1,418,519)
638	3,496,726	3,601,628	3,709,677	3,820,967
639	2,185,454	2,251,018	2,318,548	2,388,105
645/646	3,342,036	3,542,558	3,755,112	3,980,418
647	2,143,829	2,272,459	2,408,806	2,553,334
(not knit)	(833,711)	(883,734)	(936,758)	(992,963)
648	1,191,016	1,262,477	1,338,226	1,418,519
(not knit)	(476,406)	(504,991)	(535,290)	(567,408)
659	1,191,016	1,262,477	1,338,226	1,418,519

ANNEX B (Continued)

SPECIFIC LIMITS

AGREEMENT YEAR

(Square Yards Equivalent)

	1981	1982	1983	1984
Group III	2,215,147	2,237,299	2,259,672	2,282,268
Category				
433	257,575	260,151	262,753	265,380
435	309,090	312,181	315,303	318,456
440	175,000	176,750	178,518	180,303
444	257,575	260,151	262,753	265,380
445	206,060	208,121	210,202	212,304
446	180,303	182,106	183,928	185,767
447	206,060	208,121	210,202	212,304
459	206,060	208,121	210,202	212,304
Group IV				
443/643/644	802,000	810,020	818,120	826,301
Sub-limit				
(443/643/644 except leisure suits)	(702,000)	(709,020)	(716,110)	(723,271)

ANNEX C

DESIGNATED CONSULTATION LEVELS

(SQUARE YARDS EQUIVALENT)

CATEGORY	CONSULTATION LEVEL
363	1,500,000
612	2,000,000
614	1,200,000
340	1,500,000
347	1,174,800
359	1,518,000
(334 - part, other than zippered sweatshirts currently in TSUSA 380.0611)	(700,000)
434	200,000

21

The Polish Ambassador to the Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

Washington, March 20, 1981

Dear Mr. Secretary,

I have the honor to acknowledge receipt of Your Note dated September 15, 1980 which reads as follows:

"I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by protocol adopted on December 14, 1977 at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Polish People's Republic concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Polish People's Republic. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textile and textile products between the United States of America and the Polish People's Republic.

The Honorable
Alexander M. HAIG, Jr.
Secretary of State
Washington D.C.

1. The term of the Agreement shall be the four-year period from January 1, 1981 through December 31, 1984. Each "Agreement Year" shall be a calendar year.

2. The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

/b/ For purposes of this Agreement, categories 645, 646, and 443, 643, 644 are merged and treated as single categories 645/646 and 443/643/644, respectively.

3. Textiles and textile products covered by the Agreement shall be classified in four groups as follows:

Group I - Cotton, wool, and man-made fiber products other than apparel /Categories 300-320, 360-369, 400-429, 464-469, 600-627, 665-669/.

Group II - Cotton and man-made fiber apparel other than suits /Categories 330-359, 630-642, 645-659/.

Group III - Wool apparel, other than men's and boys' suits /Categories 431-442, 444-459/.

Group IV - Men's and boys' suits of wool and all suits of man-made fiber /Category 443/643/644/.

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Polish People's Republic shall limit annual exports from Poland to the United States of America

[1] For text of annexes, see pp. 12-20.

of cotton, wool, and man-made fiber textiles and t[illegible] products to the limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5, 6, and 7. Exports are subject to limits or levels for the year in which exported. The limits set out in Annex B do not include any adjustments permitted under paragraphs 5, 6, and 7.

5. Within the Aggregate Limit, in any Agreement Year the Group Limit for Group II may be exceeded by 7 percent, the Group Limit for Group III may be exceeded by 3 percent, and the Group Limit for Group IV may be exceeded by 6 percent.

6. During any Agreement Year and within the applicable Aggregate and Group Limits for such Agreement Year as they may be adjusted pursuant to paragraphs 5 and 7, any category specific Limit /or Sub-Limit/ set out in Annex B may be exceeded by not more than:

10 percent if included in Group I,
7 percent if included in Group II,
5 percent if included in Group III,
6 percent if included in Group IV.

7. /a/ In any Agreement Year, in addition to any adjustment pursuant to paragraphs 5 and 6, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for

the previous Agreement Year /"carryover"/ or a portion of the corresponding limit for the succeeding Agreement Year /"carryforward"/ subject to the following conditions:

/1/ Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement Year;

/2/ The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

/3/ Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the Fourth Agreement Year;

/4/ Carryover of shortfall /as defined in sub-paragraph 7 /b/ shall not be applied to any limits until the Governments of the United States of America and the Polish People's Republic have agreed upon the amounts of shortfall involved.

/b/ For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Poland to the United States of America during an Agreement Year are below any applicable Group and Category specific limit or sub-limit as set out in Annex B. The Agreement Year following the shortfall, such exports from Poland to the United States of America may be permitted

to exceed the applicable limits, subject to conditions of sub-paragraph 7 /a/, by carryover of shortfalls in the following manner:

/1/ The carryover shall not exceed the amount of shortfall in any applicable limit;

/2/ The shortfall shall be used in the category in which the shortfall occurred.

/c/ The total adjustment permissible under this paragraph for the first Agreement Year shall be 6 percent consisting solely of carryforward.

8. Categories not given Specific Limits are subject to consultation levels and to the aggregate and applicable Group Limits. In the event the Government of the Polish People's Republic wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Polish People's Republic shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a defferent level of exports is reached, the Government of the Polish People's Republic shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category not given a Specific Limit shall be 1,000,000 square yards equivalent for each cotton and

man-made fiber non-apparel category, 700,000 square yards equivalent for each cotton and man-made fiber apparel category. and 100,000 square yards equivalent for each wool category. Annual consultation levels above these stated amounts are specified in Annex C hereto.

9. Shipments of textiles and apparel from Poland to the United States individually valued at $ 250.00 or less shall not be charged to the limits or consultation levels set out in this Agreement.

10. The Government of the Polish People's Republic shall use its best efforts to space exports from Poland to the United States within each category evenly throughout the Agreement Year, taking into consideration normal seasonal factors. Exports from Poland in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

11. The Government of the United States of America shall promptly supply the Government of the Polish People's Republic with monthly data on imports of textiles from Poland, and the Government of the Polish People's Republic shall promptly supply the Government of the United States of America with quarterly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products /being products which derive their chief characteristics from their textile components/ of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight /or 17 percent or more by weight of wool/ of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and the man-made fiber components; (II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers; and (III) Man-made fiber textiles if neither of the foregoing applies.

13. Fabric in chief weight rubber or plastic, presently classified in Category 369, TSUSA Number 359.1010, shall not be subject to the levels of the Agreement.

14. The Government of the United States of America and the Government of the Polish People's Republic agree to consult on any question arising in the implementation of the Agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

16. If the Government of the Polish People's Republic considers that, as a result of a limitation specified in this Agreement, Poland is being placed in an inequitable position vis-a-vis a third country, the Government of the Polish People's Republic may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of the Agreement.

17. At the request of either Government, the two Governments will undertake a major review of this Agreement during the second half of the second Agreement Year.

18. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Poland of textiles covered by the Agreement.

19. The Government of the United States may assist the Government of the Polish People's Republic in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

20. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and Your note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Agreement between our two Governments."

I have the honor to inform that the Government of the Polish People's Republic accepts the above mentioned proposal and agrees that Your note and this reply shall constitute an Agreement between our two Governments.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

Romuald Spasowski
Ambassador

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—91-700

10124

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10124

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and JAMAICA

Signed at Kingston February 6, 1981

and

Amending Agreement
Effected by Exchange of Notes
Dated at Kingston August 5, 1981

NEWARK PUBLIC LIBRARY

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAMAICA

Agricultural Commodities

Agreement signed at Kingston February 6, 1981;
Entered into force February 6, 1981.
And amending agreement
Effected by exchange of notes
Dated at Kingston August 5, 1981;
Entered into force August 5, 1981.

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAMAICA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the agreement signed August 8, 1977,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (US$ Millions)
Wheat/Wheat Flour (Wheat Basis)	1981	44,000	$ 8.4
Corn	1981	26,000	4.3
Soybean/Cottonseed Oil	1981	2,000	1.4
Blended/Fortified Foods	1981	3,000	0.9
		TOTAL	15.0

Item II - Payment Terms: Convertible Local Currency Credit:

A. Initial Payment - None.
B. Currency Use Payment - None.
C. Number of Installment Payments - Fifteen (15).
D. Amount of Each Installment Payment - Approximately equal annual amounts.
E. Due date of First Installment Payment - Six (6) years after the date of the last delivery of commodities in each calendar year.
F. Initial Interest Rate - Two (2) percent.
G. Continuing Interest Rate - Three (3) percent.

Item III -Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Wheat Basis)	1981	137,000
Feed Grains	1981	100,000
Edible Vegetable Oil and/or Oil Bearing Seeds (oil equivalent basis)	1981	14,100 of which at least 10,100 shall be imported from the United States
Blended/Fortified Foods	1981	None

Item IV - Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

[1] TIAS 8824; 29 UST 373.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feedgrains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced; and for blended/fortified foods - blended/fortified foods.

Item V - Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to programs in the following areas:

1. Support efforts of the Ministry of Agriculture to improve its agricultural planning capacity in order to improve the formulation of agricultural policy and the design and evaluation of agricultural projects. As part of this effort, the Government of Jamaica will undertake steps to improve training opportunities for officials in the Ministry of Agriculture in appropriate managerial, administrative, and technical skills.

2. Continue the efforts of the Ministry of Agriculture directed at helping to make Jamaica more self-sufficient in food crops by intensifying local cultivation of food. As part of this effort, the Government of Jamaica will: A) expand and improve its agricultural extension service and upgrade the training of extension agents at the Jamaica School of Agriculture and related institutions, B) study the need for, and benefits of, a network of agricultural research stations and the steps and resources required to establish such a network, and C) strengthen its ability to coordinate presently existing agricultural research, education, and extension efforts directed at the small-scale farmers.

3. Continue to support soil conservation and erosion control measures and the development of farming plans to maximize the agricultural productivity of small-scale farmers.

4. Provide personnel and financial support to the efforts and programs of the Ministry of Agriculture to increase the effectiveness and efficiency of the agricultural marketing system.

5. Provide adequate personnel and financial support for the development and expansion of inland fish production throughout the country.

6. Provide adequate financial support for rural primary schools to continue the development and implementation of a curriculum with an agricultural focus and to train teachers through in-service training to implement the revised curriculum.

7. Develop within the Government of Jamaica, in conjunction with the Ministry of Health, a comprehensive and integrated population and development policy.

8. Strengthen the ability of the Ministry of Health's National Family Planning Board to carry out national family planning and

population programs designed to reduce high rates of adolescent fertility.

9. Provide financial support and personnel to an analysis and evaluation of the nutritional impact and management efficiency of the supplementary feeding program.

10. Allocate foreign exchange and import licences for the purchase of spare parts, equipment, fertilizer and other agricultural inputs. The spare parts and equipment are to be made available to agricultural processing industries, especially those plants and facilities that purchase agricultural products from small farmers for processing.

Item VI - Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sector: Agriculture, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII -Other Provisions:

A. The Government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment, or fortification of the blended or fortified foods to be financed under this agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this agreement, the Government of the importing country will furnish the Government of the exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Kingston, Jamaica, in duplicate, this 6th day of February, 1981.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Roy T. Haverkamp

BY: Roy T. Haverkamp
Title: Charge d'Affaires

FOR THE GOVERNMENT OF JAMAICA

BY: Edward G. Seaga
Title: Minister of Finance

[AMENDING AGREEMENT]

The American Ambassador to the Jamaican Minister of Foreign Affairs

KINGSTON, JAMAICA
August 5, 1981

No. 207

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 6, 1981, and to propose that Part II, Particular Provisions of that Agreement be amended as follows:

1. In Item I, Commodity Table, make the following changes:
   A. On line entitled "Wheat/Wheat Flour (Wheat Basis)", under appropriate column headings change "44,000 – DOLS 8.4" to "45,300 – DOLS 8.7".
   B. On line entitled "Soybean/Cottonseed Oil", under appropriate column headings change "2,000 – DOLS 1.4" to "3,400 – DOLS 2.3".
   C. Under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 2,000 – DOLS 0.9".
   D. On line entitled "Total", and under column headed "Maximum Export Market Value (Millions)", delete "DOLS 15.0", and insert "DOLS 17.1".
2. In Item III, Usual Marketing Table, under appropriate column headings, insert new line as follows: "Rice – 1981 – 47,000 metric tons".
3. In Item IV, Export Limitations, in paragraph B, Commodities to which Export Limitations Apply, following the words "oil bearing seeds, from which these oils are produced;" delete the word "and". At the end of the paragraph, following the word "blended/fortified foods.", change the period to a semicolon and add the following: "and for rice-rice, in the form of paddy, brown, or milled."

All other terms and conditions of the February 6, 1981, Agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA
KINGSTON, *August 5, 1981*

L E L

[SEAL]

The Rt. Honorable
HUGH LAWSON SHEARER
Minister of Foreign Affairs
Government of Jamaica
Kingston, Jamaica

The Jamaican Deputy Prime Minister to the American Ambassador

JAMAICAN FOREIGN SERVICE

5th August, 1981.

EXCELLENCY,

I have the honour to refer to your Note No. 207 of 5th August, 1981 which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 6, 1981, and to propose that Part II, Particular Provisions of that Agreement be amended as follows:

1. In Item 1, Commodity Table, make the following changes:
   A. On line entitled "Wheat/Wheat Flour (Wheat Basis)", under appropriate column headings change "44,000 – DOLS 8.4" to "45,300 – DOLS 8.7."
   B. On line entitled "soybean/Cottonseed Oil," under appropriate column headings change "2,000 – DOLS 1.4" to "3,400 – DOLS 2.3."
   C. Under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 2,000 – DOLS 0.9."
   D. On line entitled "Total," and under column headed "Maximum Export Market Value (Millions)," delete "DOLS 15.0," and insert "DOLS 17.1."
2. In Item III, Usual Marketing Table, under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 47,000 metric tons."
3. In Item IV, Export Limitations, in paragraph B, Commodities to which Export Limitations Apply, following the words "oil bearing seeds, from which these oils are produced;" delete the word "and." At the end of the paragraph, following the word

"blended/fortified foods.", change the period to a semicolon and add the following: "and for rice-rice, in the form of paddy, brown, or milled."

All other terms and conditions of the February 6, 1981 Agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply."

I have the honour to inform you that the Government of Jamaica accepts the proposals outlined and agrees that your Note and this reply constitute an agreement between our two governments.

Please accept, Excellency, the assurances of my highest consideration.

H L Shearer

H. L. Shearer
Deputy Prime Minister and
Minister of Foreign Affairs

His Excellency Loren Lawrence,
Embassy of the United States of America,
Kingston.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O - 361-783

10125

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10125

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SIERRA LEONE

Signed at Freetown March 25, 1981

with

Memorandum of Negotiations

and

Amending Agreement
Effected by Exchange of Notes
Signed at Freetown August 17 and 18, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

SIERRA LEONE

Agricultural Commodities

Agreement signed at Freetown March 25, 1981;
Entered into force March 25, 1981.
With memorandum of negotiations.
And amending agreement
Effected by exchange of notes
Signed at Freetown August 17 and 18, 1981;
Entered into force August 18, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER
PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Sierra Leone have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the August 31, 1978 Agreement[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dols)
Rice	1981	2,600	1.300
Total			1.300

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 Years)

1. Initial Payment - None
2. Currency Use Payment - Five (5) percent for Section 104(a) purposes.
3. Number of installment payments - thirty-one (31).
4. Amount of each installment payment - approximately equal annual installments.
5. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.
6. Initial interest rate - two (2) percent.
7. Continuing interest rate - three (3) percent.

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1981	16,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9210; 30 UST 672

B. For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

ITEM V. SELF HELP MEASURES:

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The GOSL agrees to undertake the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Accelerate and expand food crop adaptive research and replicable delivery systems, by increased support to the National Agricultural Research Center and Njala University College for the development of new food crop varieties responsive to local conditions, by establishment and adequate support of a National Food Crops Adaptive Research and Extension Institute, by implementation of supervised on-farm adaptive food crops research and extension trials among small farmers, and by distribution and supervision of food crop mini-kits, which are properly synthesized (being technically sound, economically feasible and socially compatible) for direct small farmer use and benefit;

2. Accelerate the production and distribution of technology-related inputs such as improved food crop seed to small farmers, by establishment and support of the seed multiplication project and rice development program on a national basis providing assistance to small farmers in securing and utilizing improved seeds;

3. Strengthen the extension service within the Ministry of Agriculture and Forestry to speed diffusion of new agricultural technology to small farmers, by implementation and adequate support of a national training program for farmer-level extension technicians;

4. Study the need to support and expand the capability of the Ministry of Agriculture and Forestry to collect agricultural statistics in order to improve the quality of sectoral planning and evaluation;

5. Expand agricultural policy research in order to shed additional light on such structural issues as farm input and commodity pricing, marketing systems and food grain stabilization;

6. Improve agricultural marketing systems through expansion and maintenance of rural feeder roads;

7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development conduct an official review of the current supply/distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sector: (agriculture and rural development), in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose have signed the present agreement.

DONE at Freetown, in triplicate the 25th day of March, 1981,

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Theresa A. Healy
Ambassador
Embassy of the
United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Sama S. Banya
Minister of Finance, Development
and Economic Planning of the
Republic of Sierra Leone

MEMORANDUM OF NEGOTIATIONS

The following issues were discussed and agreed upon during negotiations leading to the FY 1981 Agreement between the Government of Sierra Leone and the Government of the United States for Sale of Agricultural Commodities under the PL 480 Title I Program. The negotiators were for the Government of Sierra Leone (GOSL), Peter J. Kuyembeh, Financial Secretary, Ministry of Finance, Development and Economic Planning and for the Government of the United States (USG), Norman L. Sheldon, Agriculture Development Officer, A.I.D. Section of the Embassy of the United States in Freetown.

I. Role and Rationale for the Title I PL 480 Program

The concessional sale of U.S. commodities,

a) provides foreign exchange relief during a period of foreign exchange scarcity and thus frees resources for other essential imports and development expenditures. In this context the FY 1981 sales program is directly supportive of the current GOSL-IMF Stand-by Arrangement (Letter of Intent).

b) generates, in a non-inflationary manner, revenues for the GOSL development effort, thus ensuring program continuity in a period of budget austerity.

c) provides, in a non-disincentive manner, food grain commodities during a period of scarcity.

II. Conditions and Procedures

Mr. Kuyembeh was provided a copy of the negotiating instructions issued by the U.S. Agency for International Development (USAID) and the U.S. Department of Agriculture (USDA). The points raised in that instruction were subsequently reviewed by the negotiators and agreed upon. Summarized briefly below these were:

a) Financial terms were noted to not have changed, namely: the financing, as set forth in Part II, Item 2 of the proposed credit (CLCC) terms of 40 years, including a 10-year grace period; interest rates of 2 percent during the grace period and 3 percent thereafter. There is no initial payment but a currency use payment (CUP) of 5 percent is required.

b) The proposed commodity compositions, as shown in Part II, Item 1, provides for about 2,600 MT of rice with a total export market value of $1.3 million for supply in Fiscal Year 1981. The export market value is the final determinate of the amount of commodities which can be purchased. This means that if commodity prices increase over that used in Part II of the Agreements, the quantity to be financed under the Agreement will be less than the approximate maximum quantity specified. However, should actual prices be lower at the time of purchase, GOSL may utilize the total export market value of U.S. dols 1.3 million.

c) In order to maximize total quantity of food shipped under this Agreement, tobacco will not be programmed. Corn will not be programmed because of shortfall in U.S. production. Wheat will not be programmed because the UMR and consumption figures indicate the maximum amount that could be programmed is 1,000 MT, the purchase of which would result in very high freight costs. Also, the debt that the GOSL owes to Seaboard Milling W.A. is complicating the usual commercial marketing of wheat thereby making it most difficult to program wheat under PL 480 Title I. The GOSL has promised to make payment to Seaboard as soon as allowable under IMF restrictions.

On behalf of the GOSL, the Financial Secretary expressed disappointment over the non-inclusion of corn and especially wheat in the current program. There is currently a critical shortage of wheat in Sierra Leone. Wheat is not grown in Sierra Leone and is needed to make flour for the baking of bread which is next to rice as a staple food. The GOSL at highest levels is concerned about the repercussions of the wheat shortage. The Financial Secretary urgently requested that the USG reconsider and include wheat in this Agreement. The Finance Secretary suggested that high freight costs could be taken care of by combining the PL 480 wheat with a commercial shipment of wheat through Seaboard Milling West Africa acting as purchasing agent on behalf of the GOSL as they have done on several occasions in previous years.

d) Part II, Item 3, of the draft Sales Agreement provides for usual marketing requirements (UMR's) of 16,000 MT of rice. The above UMR reflects a 5 year average for rice. The UMR is based on commercial imports from non-communist countries.

e) Self-Help Measures and Use of Proceeds:
The GOSL is currently and will continue to undertake Self-Help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities and take into particular account the extent to which they are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture. Regarding the utilization of the local currencies accruing to the GOSL from the sale of agricultural commodities financed under the Agreement, emphasis shall be placed on the use of such proceeds

for purposes which directly improve the lives of the poorest of the recipient countries people and their capacity to participate in the development of their country. Greatest emphasis is and will continue to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition, and population planning.

The GOSL will continue to work with the USG to see the number of Self-Help projects and programs reduced and their scope narrowed, with selection of small numbers of projects that are small farmer oriented, ongoing, and successful and use the local currency to allow these projects to take on additional aspects or tasks more directly linked to specific objectives, and the projects should have aspects which are quantifiable.

f) The commodities financed under the Agreement will be received, stored and distributed within Sierra Leone as indicated below unless otherwise agreed to:

Receipt: All PL 480 Title I commodities are received at the port of Freetown and delivered directly to the purchaser. Highest priority will be accorded to process these commodities through the Freetown port. Berth No. 1 is reserved for these commodities.

Storage: The purchaser has adequate storage facilities capable of handling many times the volume of the commodities provided under the PL 480 Title I program. There is no record of commodity spoilage or loss in stroage.

Distribution: Distribution of the commodities in this Agreement will proceed without interfering with local marketing of the same kind of commodities.

Disincentives: Import and distribution of PL 480 Title I commodities will not cause disincentives to local production of the same kind of commodities.

g) The Ministry of Development and Economic Planning (MDEP) has agreed to provide, as part of the Self-Help and Use of Sales Proceeds Reports by 15 December 1981, proper identification of each receiving and distribution channel for each of the commodities along with the associated price and cost levels. The GOSL is providing the requisite compliance reports, arrival and shipping information (ADP sheets) reports, Self-Help reports, and Use of Sales Proceeds Reports on a timely basis, as required under the provisions of the Agreement. The USG presently enjoys access on request to all points involved in the receipt and storage of PL 480 commodities before conversion, and plans to make spot checks of the Sierra Leone Produce Marketing Board (SLPMB), the semi-autonomous government agency which is the purchaser and distributor of the rice under this Agreement.

h) The possibility of commodity diversions outside normal marketing channels or other misuse was discussed and it was noted that there has been no problem in this regard in the past. Furthermore, it is felt that the quantities involved are small enough to be relatively easy to secure in the short interval between off-loading and distribution by the purchaser. The Financial Secretary further confirmed that both port and border security have been strengthened, and that there is a high penalty which includes imprisonment, fine or both for any activity outside normal market channels.

i) Reporting Requirements:

GOSL officials are aware of Washington's concern about the GOSL's responsibility for adequate and timely submission of reports on compliance, shipping, and arrival information (ADP) sheets, self-help and use of sales proceeds, as required under the standard provisions of the Agreement. The GOSL understands the importance of timely submission of quarterly compliance reports, and that reports on self-help measures are due in the U.S. Embassy by November 15 and in Washington by December 15 of the year following the signing of this Agreement.

j) The GOSL is completely familiar with the requirement to ship at least 50 percent of the commodities on U.S. flag carrier.

k) Agreements have been made by appropriate authorities to relay to GOSL Embassy/Washington all instructions, information) and authority necessary to ensure timely implementation of Agreement, including:

(1) Type and grade of commodity to be purchased in accordance with official U.S. standards;

(2) Proposed contracting and delivery schedules. (Note that delivery means delivery to vessel at U.S. port.);

(3) Name and address of Sierra Leone and U.S. commercial banks through which letters of credit for commodity and ocean freight will be opened;

(4) Assurance that appropriate GOSL authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the agreement;

(5) Instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and shipping agent); and

(6) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780 for further assistance in implementing Agreement.

l) Under current regulatory and legislative requirements:

(1) Commodities will be made available under the Agreement only after the U.S. Secretary of Agriculture has determined that (a) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

(2) Purchase of food commodities under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be consistent with open, competitive, and responsive bid procedures.

(3) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, USDA/FAS/EC prior to issuance.

(4) If the GOSL nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOSL must notify the General Sales Manager, USDA/FAS/EC in writing, of such nomination and attach a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

m) The GOSL is prepared to open operable Letters of Credit, for both commodity and freight, confirmed by U.S. commercial banks named by the GOSL, as soon as commodities are purchased and ocean freight booked. Commodity and freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ocean freight are not available at time of loading. This can result in costly claims for account of the GOSL by vessel owners (demurrage) and by commodity suppliers (carrying charges).

The GOSL agrees to Open Letters of Credit for 100 percent of ocean freight not later than 48 hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charger party or booking note.

Concerning payment of the final 10 percent of ocean freight charges, in the case where the ocean freight contract provides for demurrage/despatch, 90 percent must be paid promptly on arrival of

cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of the 10 percent balance less adjustments for despatch upon submission of required documentation. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

Norman L. Sheldon
Acting AID Affairs Officer
U.S. Embassy, Freetown,
Sierra Leone

Peter J. Kuyembeh
Acting Finance Secretary
Ministry of Finance, Development
and Economic Planning

[AMENDING AGREEMENT]

The American Chargé d' Affaires ad interim to the Sierra Leonean Minister of Finance/Development and Economic Planning

EMBASSY OF THE
UNITED STATES OF AMERICA
FREETOWN, *August 17, 1981*

SIR:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments March 25, 1981, and to propose that Part II, Particular Provisions, be amended as follows:

Under Item I, Commodity Table, on line entitled "rice" and under appropriate column headings change "2,600" to "4,500", and "1.3" to "2.1". Also under Item I, Commodity Table, add under appropriate headings "wheat—1981—1,100—0.2". At the end of the Commodity Table add a line for totals. It should say, "Total" in the first column and "2.3" in the fourth column. Under Item III, Usual Marketing Table, add under appropriate headings "wheat/wheat flour—1981—34,000." Under Item IV, Export Limitations, add to end of paragraph B, "for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same products under different names)."

All other terms and conditions of the March 25, 1981 Agreement remain the same.

If the foregoing is acceptable to your government, I propose that this Note and your reply thereto constitute an agreement between our two governments, to be effective the date of your Note in reply.

Accept, Sir, the renewed assurances of my highest consideration.

RICHARD J TIERNEY
Chargé d'Affaires a.i.

The Honorable
DR. SAMA S. BANYA, *Minister of Finance, and*
Minister of Development and Economic Planning,
Republic of Sierra Leone,
Freetown.

cc: Ministry of Foreign Affairs

The Sierra Leonean Minister of Finance/Development and Economic Planning to the American Chargé d'Affaires ad interim

ENCLOSURE TO FREETOWN A-18

THE HON. MINISTER OF FINANCE
Office Tel. No. 2526
Residence Tel. No. 0427

MINISTRY OF FINANCE
41, SIAKA STEVENS STREET
FREETOWN
SIERRA LEONE

Our Ref: 15/8/64 vol.I

18th August, 19[illegible]

Sir

I have the honour to confirm receipt of your letter dated 17th August, 1961, on the amendment for additional provision under the PL.480 Title I Agreement, signed March, 25th, 1961, and to confirm my acceptance to the proposed amendment under "Particular Provisions" in Part II.

Under item 1, Commodity Table, on line entitled "Rice" and under appropriate column headings change "2,000" to "4,500", and "1.3" to "2.1". Also under line 4, Commodity Table, add under appropriate headings "Wheat - [illegible] 1,[illegible] - 0.8". At the end of the Commodity Table add a line for totals. It should say, "Total" in the first column and "2.3" in the fourth column. Under Item III, Usual Marketing Table, add under appropriate headings "Wheat Wheat Flour - [illegible] 5,000". Under Item IV, Export Limitations, add to end of paragraph B, "for Wheat/Wheat Flour - Wheat, Wheat Flour, rolled wheat, semolina, barina Bulgur (or the same products under different names)".

All other terms and conditions of the March 25, 1961 Agreement remain the same.

Finally, I hope this note will confirm the amendment to the Agreement between our two governments.

Accept, Sir, the renewed assurances of my highest consideration.

S.S. Banya

S.S. Banya (Dr.)
MINISTER OF FINANCE/Development/
Economic Planning.

Richard Tierney
Chargé D'Affaires a.i.
Embassy of the United States
of America.

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10126

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AVIATION

Air Transport Services

Agreement Between the UNITED STATES OF AMERICA and the SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Amending and Extending the Memorandum of Understandings to the Agreement of December 15, 1977

Effected by Exchange of Notes
Dated at Belgrade March 13 and 26, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $2.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Aviation: Air Transport Services

Agreement amending and extending the memorandum of understandings to the agreement of December 15, 1977.
Effected by exchange of notes
Dated at Belgrade March 13 and 26, 1981;
Entered into force March 26, 1981;
Effective April 1, 1981.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 10

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Memorandum of Understandings relating to the Air Transport Agreement and the Non-Scheduled Air Services Agreement, signed at Washington on December 15, 1977.[1]

The United States Government proposes that this Memorandum of Understandings be extended through August 31, 1981 and that Section A(4)a be amended to include the following:

Period: April 1 through August 31, 1981
Number of Narrow-Bodied Frequencies: 132

If these Understandings are acceptable to the Government of the Socialist Federal Republic of Yugoslavia, the Embassy of the United States of America proposes that this note and the Secretariat's confirmation shall constitute an agreement, between our two Governments, to enter into force on the date of the Secretariat's reply, amending and extending the Memorandum of Understandings from April 1, 1981 through August 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of

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[1] TIAS 9364; 30 UST 2817.

the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BELGRADE, *March 13, 1981*

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

No. 413348

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 10 dated March 13, 1981.

The Federal Committee for Transportation and Communications accepts the proposal of the U.S. Government to extend the Memorandum of Understandings through August 31, 1981 and to amend Section A/4/a to include the following:

Period: April 1, 1981 through August 31, 1981

Number of Narrow-Bodied Frequencies: 132

The Federal Committee for Transportation and Communications has the honour to refer to the letter of the Embassy's First Secretary concerning the extension of JAT's permission for operation of scheduled services and interprets the clarification from the letter that JAT may operate 4 scheduled flights per week to New York of which one could be continued to Chicago but in that case JAT could not operate a direct scheduled flight to Chicago, i.e. it will not have a right to operate fifth frequency to the United States or, if JAT operates one direct flight to Chicago, then it will be authorized to operate 4 frequencies to New York.

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

If these Understandings are acceptable to the Government of the United States of America the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia proposes that this Note and the Embassy's Note shall constitute an agreement between the two countries, to enter into force on the date of the Secretariat's reply, amending and extending the Memorandum of Understandings from April 1, 1981 through August 31, 1981.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 26. March 1981

10127

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10127

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and GHANA

Signed at Accra March 31, 1981

with

Agreed Minutes

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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GHANA

Agricultural Commodities

Agreement signed at Accra March 31, 1981;
Entered into force March 31, 1981.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I [1] PROGRAM

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the April 14, 1980 [2] Agreement together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE.

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Approximate Maximum Export Market Value (Millions of U.S. Dollars)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	26,300	5.5
Rice	1981	14,400	7.2
	Total	40,700	12.7

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 YEARS).

1. Initial Payment—Five (5) percent.
2. Currency Use Payment—Ten (10) percent for Section 104(A) purposes.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9738; 32 UST.

3. Number of Installment Payments—Thirty-One (31).

4. Amount of Each Installment Payment—Approximately equal annual installments.

5. Due Date of first Installment Payment—Ten (10) years from date of last delivery of commodities in calendar year.

6. Initial Interest Rate—Two (2) percent.

7. Continuing Interest Rate—Three (3) percent.

ITEM III. USUAL MARKETING REQUIREMENT TABLE.

Commodity	Import Period (U.S. Fiscal Years)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	113,800
Rice	1981	21,000

ITEM IV. EXPORT LIMITATIONS.

A. The Export Limitations period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of the Agreement, the commodities which may not be exported are for Wheat/Wheat Flour—wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same products under a different name); and for rice—rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES.

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Ghana agrees to undertake the following measures and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Undertake activities to adjust agricultural price policies and subsidies to encourage increased domestic production of food crops. As part of this effort, the Government of Ghana will:

(a) Designate a unit within the Ministry of Agriculture to undertake a comprehensive study of agricultural price policies of the Government of Ghana and their relationship to costs of production, returns to producers, and level of domestic agricultural production. The study will provide guidance to the Government of Ghana during future decisions on pricing

policy and subsidy adjustments, as part of the development of a long-term policy to guide the gradual elimination of controlled prices for basic food commodities, as domestic food production increases.

2. Implement programs to increase the production of food crops by small-scale farmers in Ghana. These efforts should include:

(a) Improving the availability of agricultural inputs, including improved seeds, tools, spare parts, fertilizer, and pesticides, while at the same time eliminating subsidies and expanding lending operations through the Agricultural Development Bank and related institutions to allow farmers access to credit for necessary inputs.

(b) Expanding and improving small-scale irrigation schemes in the Northern and Upper Regions.

3. Implement programs to improve the storage, marketing, and distribution of agricultural production throughout Ghana. These efforts should include:

(a) Upgrading and repairing local food and feed storage facilities in each of the regions, and as part of this effort, providing training in grain storage management and planning to appropriate Government of Ghana officials.

(b) Improving farm-to-market food distribution, including programs of transportation service and feeder road construction, repair, and maintenance.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED.

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be programmed jointly by the Government of Ghana and the Agency for International Development and used for financing the self-help measures set forth in Item V above and for the Agriculture and Rural Development Sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of the proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Accra, in duplicate, the 31st day of March, 1981.

FOR THE GOVERNMENT OF GHANA:		FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	
By:	G. BENNEH	By:	THOMAS W. M. SMITH
	Prof: George Benneh		Thomas W. M. Smith
Title:	*Minister of Finance and Economic Planning*	Title:	*Ambassador*

Official Agreed Minutes of Negotiating Sessions of PL 480 Title I Agreement With the Government of Ghana

On March 11, 1981 at 0915 hours, both teams opened negotiations in the Office of Minister of Finance and Economic Planning. Those present were:

Ghanaian Negotiating Team

Prof. George Benneh	Minister of Finance and Economic Planning
Mr. S. P. Agyarko (Leader of Technical Team)	Acting Principal Secretary International Economic Relations Division, Ministry of Finance and Economic Planning
M. E. Armah	Ministry of Finance and Economic Planning
J. O. Oturoku	" " " " "
Haruna Maumah	" " " " "
Irene Hervie	" " " " "
A. K. B. Sagoe	Ministry of Trade
L. R. A. Satuh	Ministry of Foreign Affairs
S. K. A. Quayson	Grains Warehousing Company Limited
E. Asara	Bank of Ghana
A. O. Darko	" " "
E. Yindom-Boakye	Controller & Accountant-General's Department
E. O. Larbi-Siaw	Ghana National Procurement Agency
Kathleen Quartey	Attorney-General's Department
E. H. K. Amankwah	Ghana Food Distribution Corporation
C. B. Kpangilpare	Ministry of Agriculture

United States Negotiating Team

Ambassador Thomas W. M. Smith	U.S. Ambassador
Mr. Gerald Zarr	Director, USAID
(Leader of Technical Team)	
Larry Saiers	USAID
Robert Coe	U.S. Embassy
Michael Zak	USAID
Emmanuel Atieku	"

Greetings were exchanged and Prof. Benneh welcomed members of both teams to the negotiation session.

Ambassador Smith read from a prepared statement quoting dollar amounts and tonnages for this year's PL 480 Title I program. He encouraged constructive measures in the area of economic reform and praised the Government of Ghana's priority commitment to self-sufficiency in basic food production.

Professor Benneh, in reply, said he anticipated fruitful results from the negotiations stating that the Ghanaian team had evolved new procedures to eliminate delays in shipments and demurrage charges. The Minister informed the U.S. negotiators that the sum of ₵26.5 million in 1979 and another ₵34.4 million in 1980, being local currency proceeds from PL 480 Title I commodities, had been paid into the Counterpart Fund Account at the Bank of Ghana. His Ministry was awaiting confirmation of expenditures of the 1979 account but the 1980 amount had not yet been utilized. He thanked the U.S. Government for its continuing support for Ghana. He said he considered the PL 480 Title I assistance as a temporary relief measure until basic food sufficiency is realized.

The general meeting was then adjourned. The negotiating teams with the exception of Professor Benneh and Ambassador Smith adjourned to the Conference Room of the Central Bureau of Statistics to continue technical level discussions.

It was agreed at the outset by both parties that detailed official minutes of negotiating sessions would be kept and initialled. The representatives of both teams agreed that the FY 1981 Title I Agreement reinforces the United States' longstanding commitment to Ghana's economic development. Both teams recognized the need for the implementation of basic reforms—some of which were already being undertaken. It was hoped that the Government of Ghana would soon conclude an agreement with the International Monetary Fund to implement a medium term economic stabilization program.

The U.S. team was pleased to note the highest priority given to agriculture and food production by the Government of Ghana as reflected in the President's Sessional Address to Parliament last October. They looked forward to the implementation of specific measures to stimulate food production and to improve food storage

and distribution facilities, as evidence of this commitment to agriculture.

Both teams agreed that the costly and damaging delays that occurred in implementing last year's Agreement in the opening of letters of credit for commodity and ocean freight should be avoided this year. The Ghanaian team accordingly gave assurances that the Government of Ghana would make prompt transfer of funds to cover initial payments and ocean freight costs on commodities purchased under the Agreement, and that operative commodity letters of credit would be opened and confirmed by United States commercial bank(s), prior to the booking of ocean freight.

It was further agreed that a committee be set up at this time, possibly as a sub-group of members present at the session, to coordinate all activities concerning implementation of the Agreement, including banking arrangements, compliance and self-help reporting and most importantly, the use of local currency proceeds. If all these activities were to be properly carried out, the timely and concerted efforts of various agencies would be required.

Both teams realized the importance of the timely submission of all reports relating to the PL 480 program as required in accordance with Part I, Article III (C) and (D) Exhibit D of 10 FASR 300, "Field Compliance Responsibilities for Certain Operations under Title I of the Agricultural Trade Development and Assistance Act, as Amended". These reports are the Quarterly Compliance Report, Shipping and Arrival Report as well as reports on Self-help measures, and on the generation and programming of sales proceeds.

The Ghanaian negotiators gave assurances that all compliance reporting would be both current and accurate and that Usual Marketing Requirements (UMR's) would be strictly adhered to in accordance with the provisions of the April 1980 Agreement. Their attention was drawn to the fact that there were UMR shortfalls on agreed amounts of commercial imports in U.S. Fiscal Year 1980.

The Ghanaian negotiators sought clarification on how amortization schedules and UMR levels were worked out. The U.S. representatives reviewed the UMR concept. It was agreed that the representative from the Controller and Accountant-General's Department would meet with the USAID Controller to clarify how amortization schedules are developed.

In order to expedite the implementation of the new Agreement after signature, the Ghanaian negotiators were reminded to make an early request through their Embassy in Washington for purchase authorizations (PA's) from the Office of the General Sales Manager United States Department of Agriculture. The USAID should be promptly informed of the person in the Ghana Embassy in Washington who would be backstopping the FY 1981 program.

To expedite the issuance of the PA's the Ghanaian negotiators have

agreed to submit the following information in writing to USAID at this time:

a) the type and grade of commodities to be purchased in accordance with official U.S. standards;
b) the proposed schedules for contracting and delivering commodities to U.S. ports;
c) port breakdown on amounts of commodities to be delivered to Tema and/or Takoradi respectively.

The Bank of Ghana, the Ghana Commercial Bank and the Chemical Bank (New York) were designated as the banks through which operations would be handled and through which letters of credit for commodity and ocean freight would be opened.

The U.S. negotiators agreed to the request of the Ghanaian negotiators to use the U.S. Embassy communication facility as a backup channel to regular communications facilities with the Ghana Embassy in Washington for all instructions, information and authority necessary to ensure timely implementation of the Agreement.

The Ghanaian negotiators said they would retain St. John's International as their purchasing and shipping agent and that they would so notify the General Sales Manager, United States Department of Agriculture, and provide a copy of the proposed agency agreement for approval by the Office of the General Sales Manager in accordance with the regulatory standards designed to eliminate certain potential conflicts of interest. USDA is to notify the Government of Ghana through USAID Accra as soon as Agent is approved. For all transactions the Agent is to communicate directly with importer(s) but must send copies to relevant government institutions.

The Ghanaian negotiators have agreed (1) that the purchase of commodities under the Agreement should be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB, and that bids must be received and publicly opened in the U.S.; (2) that all awards under IFB's would be consistent with open, competitive, and responsiv bid procedures; and (3) that the terms of all IFB's (including IFB for ocean freight) should be approved by the General Sales Manager, United States Department of Agriculture, prior to issuance.

They however requested that all such approvals be promptly communicated to them through USAID channels.

The U.S. negotiators drew the attention of the Ghanaian negotiators to the following:

a) That commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities and ocean freight are not available at the time of loading. This can result in costly claims by vessel owners (i.e., demurrage) and by commodity suppliers (carrying charges).

b) That, promptly after contracting for U.S. flag shipping space, and not later than 48 hours prior to the presentation of vessel for loading, the Government of Ghana (or purchasing agent authorized by it) must open an operative letter of credit in favor of the supplier of the ocean transportation for 100 percent of the estimated cost of ocean freight.

The Ghanaian negotiators said they would in fact do this not later than two weeks (14 days) prior to the presentation of vessel for loading.

c) That in accordance with Section 17.9 (M) of the Title I financing regulations, where the ocean freight contract provides for demurrage/dispatch, 90 percent must be paid promptly on arrival of cargo. The remaining 10 percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the owner should receive payment of 10 percent balance less adjustments for dispatch, only upon submission of required documentation. The U.S. negotiators promised to provide the complete text of Section 17.9 to the Ghanaians.

The Ghanaians expressed concern about the manner in which they are made to pay demurrage charges outright without first investigating how they came about.

They would also like all future charter party agreements to have 500 MT as daily discharge rate rather than the usual 750MT. This is in view of prevailing port discharge capabilities.

PL 480 legislation requires that at the time of delivery of Title I commodities, the receiving country has the capability to receive, store and distribute such commodities. To comply with this legislation, the Ghanaian negotiators agreed to compile and submit an arrival schedule to the Office of Food for Peace, USAID Mission to Ghana on other shipments to be delivered in the period June–September 1981, so that USAID can determine that ports will not be congested, adequate storage space will be available to prevent spoilage and waste and that normal marketing activities will not be disrupted. Since this same legislation further stipulates that concessional Title I sales should not act as a substantial disincentive to local agricultural production, a written statement attesting to this will also be submitted.

The following specific assurances were given to the United States negotiators:

1. *Priority berthing:* The Government of Ghana will, to the best of its ability, grant priority berthing at Ghanaian ports to vessels carrying PL 480 Title I commodities under this Agreement.

2. *Utilization:* The Government of Ghana, to the best of its ability, will intensify its efforts to ensure that PL 480 Title I commodities are distributed in accordance with the provisions of Article III paragraphs (3) and (4) of Part I of the Agreement, and that no exports of Title I wheat/wheat flour and rice will be allowed.
3. *Receiving, Storing, Distribution:* The Government of Ghana will give full assurances of their Government's ability to adequately receive, store and distribute all PL 480 Title I commodities. Also, that normal marketing will not be disrupted because of Title I imports.
4. *Access:* The Government of Ghana will permit representatives of the U.S. Government to have continuous access to receiving, storage and distribution points of PL 480 Title I commodities.
5. *Usual Marketing Requirements and Export Limitation:* The Government of Ghana will assure that they will meet their Usual Marketing Requirements and Export Limitation commitments.
6. *Self-Help and Compliance Reporting:* The Government of Ghana will meet all their reporting obligations.

Finally, in order to avoid delays in getting cedi counterpart fund backing for USAID projects for which the Government of Ghana has made commitments, the U.S. negotiators proposed the setting up of a trust fund of about ¢825,000 from the proceeds of Title I commodities.

The leader of the Ghanaian technical team agreed to have his Ministry consider the trust fund concept once a proposal concept paper is received from the USAID Mission.

DONE at Accra, Ghana in duplicate, this 31st day of March 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

THOMAS W. M. SMITH

Thomas W. M. Smith
U.S. Ambassador

EDWARD L. SAIERS

Edward L. Saiers
Acting Director, USAID

FOR THE GOVERNMENT OF GHANA:

G. BENNEH

Prof. George Benneh
Minister of Finance and Economic Planning

S P AGYARKO

S. P. Agyarko
Acting Principal Secretary
International Economic Relations Division, Ministry of Finance and Economic Planning

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10128

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REMOTE SENSING

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and CANADA

Signed at Reston April 2, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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CANADA

Remote Sensing

Memorandum of understanding signed at Reston April 2, 1981;
Entered into force April 2, 1981.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEOLOGICAL SURVEY OF THE
DEPARTMENT OF THE INTERIOR OF THE
UNITED STATES OF AMERICA
AND
THE CANADIAN CENTRE FOR REMOTE SENSING OF THE
DEPARTMENT OF ENERGY, MINES AND RESOURCES OF THE
GOVERNMENT OF CANADA ON COOPERATION IN REMOTE SENSING

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Canadian Centre for Remote Sensing of the Department of Energy, Mines and Resources, Government of Canada, (hereinafter referred to as "CCRS") hereby state their intention to pursue scientific and technical cooperation in remote sensing sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework acceptable to both parties for the execution of further memoranda of understanding or agreements for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and CCRS (hereinafter sometimes referred to as the "Parties") with respect to remote sensing studies.

For cooperation requested by CCRS that extends into subjects outside the scope of USGS, USGS may, with the consent of CCRS and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The CCRS may, with consent of USGS, include the participation of other Canadian entities, as well as departments or agencies, federal or provincial, in Canada, in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in remote sensing research and data exchange in the fields of geology, geophysics, and marine sciences within the scope of programs of the Parties, and other forms of cooperative activities as are mutually acceptable. All activities are subject to applicable laws, and regulations of the Parties.

ARTICLE III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be established by the Parties before the commencement of each activity.

ARTICLE IV. Intellectual Property

The definition of the phrase 'Intellectual Property' will be as described in Multi-Lateral Convention of the World Intellectual Property Organization (WIPO) to which Canada and the United States of America are signatories. The right, if any, to disseminate information regarding such Intellectual Property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such Intellectual Property, shall also be clearly stated in each memorandum or agreement made under the umbrella of this Memorandum.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually established by the Parties, will review the activities under this Memorandum.

ARTICLE VI. Project Annexes

Any activity carried on under the general aegis of this Memorandum shall be subject to an exchange of correspondence between the Parties relating to that activity and to further arrangements in accordance with the laws and procedures of Canada and the United States.

ARTICLE VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both parties and remain in force for five (5) years, unless extended by mutual agreement. The Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination. Done at Reston, Virginia this day of April 2, 1981

For the:

Geological Survey of the
Department of the Interior
United States of America

By: Doyle G. Frederick

Name: Doyle G. Frederick

Title: Acting Director

For the:

Canadian Centre for Remote Sensing
Department of Energy, Mines and
Resources of the Government of Canada

By: _____

Name: Ensley A. Godby

Title: Director General

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—362-151

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10129

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
July 25, 1980, as Amended

Effected by Exchange of Letters
Signed at Mexico March 31, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $2.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of July 25, 1980, as amended.
Effected by exchange of letters
Signed at Mexico March 31, 1981;
Entered into force March 31, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

March 31, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between México and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $75,000 the funding provided by our exchange of letters dated December 2, 1980.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to insert after the second paragraph of our letter dated December 2, 1980 the following paragraph: "The Government of the United States further agrees to provide U.S. $75,000 to finance flight safety training of Aero Services personnel, said training to be conducted by a U.S. contractor selected by the Government of Mexico on the advice and agreement of the Government of the United States."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of México in relation to the narcotics control effort of the Government of México remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of México, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

Julian Nava
Ambassador

[1] TIAS 9822, 10106; 32 UST; 33 UST.

The Mexican Attorney General to the American Ambassador

FORMA C G - 1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., marzo 31 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros gobiernos relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $75,000 los fondos proporcionados por medio de nuestra carta fechada 2 de diciembre de 1980. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en añadir después del segundo párrafo en nuestra carta de fecha 2 de diciembre de 1980 el siguiente párrafo: "El Gobierno de los Estados Unidos conviene, además, en proveer setenta y cinco mil dólares (U.S. $75,000) para financiar entrenamiento a ser impartido por un contratista norteamericano seleccionado por el Gobierno de México en consulta y acuerdo con el Gobierno de los Estados Unidos."

READEX FICHE best copy available

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

10131

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FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY

Signed at Ankara March 27, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Ankara March 27, 1981;
Entered into force March 27, 1981.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE UNDER P.L. 480 TITLE I[1] AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Turkey identified in Annexes A, D and G attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Turkey Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Ankara, Turkey, on October 24, 1980,[2] and to the Understanding reached by certain creditor nations of The Republic of Turkey on July 23, 1980, and agreed to by The Republic of Turkey, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated October 24, 1980, and the Understanding reached on July 23, 1980, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year not previously rescheduled and due between July 1, 1980, and June 30, 1981, referred to hereafter as the "Consolidation Period" shall be repaid as follows:

(a) Principal and interest in the amount of $1,381,784.59 which consists of 90 percent of the payments not previously rescheduled and due during the Consolidation Period as listed in Annex A, shall be repaid in ten equal semi-annual installments on January 2 and July 1 with the first payment due on January 2, 1986, and the last payment due on July 1, 1990, as shown in Annex B. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9909; 32 UST.

READEX FICHE best copy available

on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1990, as shown in Annex B.

(b) Principal and interest in the amount of $153,531.62 which consists of 10 percent of the principal and interest payments not previously rescheduled and due during the Consolidation Period listed in Annex A, shall be repaid in five equal annual installments on July 1 with the first payment due on July 1, 1981, and the last payment due on July 1, 1985, as shown in Annex C. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1985, as shown in Annex C.

(3) In accordance with the Agreement dated October 24, 1980, and the Understanding reached on July 23, 1980, cited above, it is agreed that dollar principal and interest obligations previously rescheduled which were due and unpaid as of June 30, 1980, or which will fall due during the Consolidation Period shall be repaid as follows:

(a) Principal and interest in the amount of $202,475.43 which consists of 90 percent of the payments previously rescheduled and due and unpaid as of June 30, 1980, as listed in Annex D, shall be repaid in eight equal semi-annual installments on July 1 and January 2 with the first payment due on July 1, 1984, and the last payment due on January 2, 1988, as shown in Annex E. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on January 2, 1988, as shown in Annex E.

(b) Principal and interest in the amount of $22,497.27 which consists of 10 percent of the payments previously rescheduled and due and unpaid as of June 30, 1980, as listed in Annex D, shall be repaid in 4 equal annual installments on January 2 with the first payment due on January 2, 1981, and the last payment due on January 2, 1984, as shown in Annex F. Interest on the balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on January 2, 1984, as shown in Annex F.

(c) Principal and interest in the amount of $209,065.76 which consists of 90 percent of the payments previously rescheduled and due during the Consolidation Period as listed in Annex G, shall be repaid in 8 equal semi-annual installments on January 2 and July 1

with the first payment due on January 2, 1985, and the last payment due on July 1, 1988, as shown in Annex H. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1988, as shown in Annex H.

(d) Principal and interest in the amount of $23,229.53 which consists of 10 percent of the payments previously rescheduled and due during the Consolidation Period, as listed in Annex G, shall be repaid in 4 annual installments on July 1 with the first payment due on July 1, 1981, and the last payment due on July 1, 1984, as shown in Annex I. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1984, as shown in Annex I.

(4) Additional interest at the rate of 3 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, E, F, H, and I. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(5) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(6) DONE at Ankara, Turkey, in duplicate this 27th day of March, 1981.

TUNC BILGET	JAMES W. SPAIN
FOR THE REPUBLIC OF TURKEY	FOR THE UNITED STATES OF AMERICA

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JULY 1, 1980 AND JUNE 30, 1981
UNDER PL 480 TITLE I AGREEMENTS
WITH
THE REPUBLIC OF TURKEY
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and Delivery Year)	Payment Due Date	Amount Due Principal	Amount Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
3-16-70 (70)	07-08-80	$247,559.35	$153,486.80	$401,046.15	$360,941.54	$40,104.61
1-29-71 (71)	07-15-80	0	436,006.38	436,006.38	392,405.74	43,600.64
2-06-69 (69)	09-30-80	367,507.20	330,756.48	698,263.68	628,437.31	69,826.37
Total		$615,066.55	$920,249.66	$1,535,316.21	$1,381,784.59	$153,531.62

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT
DUE DURING THE PERIOD JULY 1, 1980, AND JUNE 30, 1981, UNDER PL 480
TITLE I AGREEMENTS

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 10 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$1, 381, 784. 59	$0	$15, 651. 12	$15, 651. 12
07-01-81	1, 381, 784. 59	0	20, 422. 84	20, 442. 84
01-02-82	1, 381, 784. 59	0	21, 010, 70	21, 010. 70
07-01-82	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-83	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-83	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-84	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-84	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-85	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-85	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-86	1, 381, 784. 59	138, 178. 46	21, 010. 70	159, 189. 16
07-01-86	1, 243, 606. 13	138, 178. 46	18, 398. 56	156, 577. 02
01-02-87	1, 105, 427. 67	138, 178. 46	16, 808. 56	154, 987. 02
07-01-87	967, 249. 21	138, 178. 46	14, 309. 99	152, 488. 45
01-02-88	829, 070. 75	138, 178. 46	12, 606. 42	150, 784. 88
07-01-88	690, 892. 29	138, 178. 46	10, 221. 42	148, 399. 88
01-02-89	552, 713. 83	138, 178. 46	8, 404. 28	146, 582. 74
07-01-89	414, 535. 37	138, 178. 46	6, 132. 85	144, 311. 31
01-02-90	276, 356. 91	138, 178. 46	4, 202. 14	142, 380. 60
07-01-90	138, 178. 45	138, 178. 45	2, 044. 28	140, 222. 73
Totals		$1, 381, 784. 59	$316, 047. 32	$1, 697, 831. 91

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATED DEBT
DUE DURING THE PERIOD JULY 1, 1980, AND JUNE 30, 1981, UNDER PL 480
TITLE I AGREEMENTS

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 5 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$153, 531. 62	$0	$1, 739. 02	$1, 739. 02
07-01-81	153, 531. 62	30, 706. 32	2, 271. 43	32, 977. 75
01-02-82	122, 825. 30	0	1, 867. 62	1, 867. 62
07-01-82	122, 825. 30	30, 706. 32	1, 817. 14	32, 523. 46
01-02-83	92, 118. 98	0	1, 400. 71	1, 400. 71
07-01-83	92, 118. 98	30, 706. 32	1, 362. 86	32, 069. 18
01-02-84	61, 412. 66	0	933. 81	933. 81
07-01-84	61, 412. 66	30, 706. 32	908. 5	31, 614. 89
01-02-85	30, 706. 34	0	466. 90	466. 90
07-01-85	30, 706. 34	30, 706. 34	454. 29	31, 160. 63
TOTAL		$153, 531. 62	$13, 222. 35	$166, 753. 97

ANNEX D

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID AS OF JUNE 30, 1980
UNDER PL 480 TITLE I AGREEMENTS
WITH
THE REPUBLIC OF TURKEY
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Annex)	Payment Due Date	Amount Principal	Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
12-05-78 (B)	06-30-79	$0	$8,827.36	$8,827.36	$7,944.62	$882.74
12-05-78 (C)	06-30-79	40,867.38	1,655.13	42,522.51	38,270.26	4,252.25
12-05-78 (B)	12-31-79	0	8,827.36	8,827.36	7,944.62	882.74
12-05-78 (C)	12-31-79	40,867.38	1,103.42	41,970.80	37,773.72	4,197.08
04-22-80 (B)	01-02-80	0	10,292.15	10,291.15	9,262.94	1,029.21
04-22-80 (C)	04-01-80	59,242.74	3,043.32	62,286.06	56,057.46	6,228.60
12-05-78 (B)	06-30-80	0	8,827.36	8,827.36	7,944.62	882.74
12-05-78 (C)	06-30-80	40,867.39	551.71	41,419.10	37,277.19	4,141.91
Totals		$181,844.89	$43,127.81	$224,972.70	$202,475.43	$22,497.27

ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID
AS OF JUNE 30, 1980, CONSOLIDATED DEBT

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 8 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$202, 475. 43	$0	$5, 712. 90	$5, 712. 90
07-01-81	202, 475. 43	0	2, 995. 53	2, 995. 53
01-02-82	202, 475. 43	0	3, 078. 74	3, 078. 74
07-01-82	202, 475. 43	0	2, 995. 53	2, 995. 53
01-02-83	202, 475. 43	0	3, 078. 74	3, 078. 74
07-01-83	202, 475. 43	0	2, 995. 53	2, 995. 53
01-02-84	202, 475. 43	0	3, 078. 74	3, 078. 74
07-01-84	202, 475. 43	25, 309. 43	2, 995. 53	28, 304. 96
01-02-85	177, 166. 00	25, 309. 43	2, 693. 89	28, 003. 32
07-01-85	151, 856. 57	25, 309. 43	2, 246. 65	27, 556. 08
01-02-86	126, 547. 14	25, 309. 43	1, 924. 21	27, 233. 64
07-01-86	101, 237. 71	25, 309. 43	1, 497. 76	26, 807. 19
01-02-87	75, 928. 28	25, 309. 43	1, 154. 53	26, 463. 96
07-01-87	50, 618. 85	25, 309. 43	748. 88	26, 058. 31
01-02-88	25, 309. 42	25, 309. 42	384. 84	25, 694. 26
Totals		$202, 475. 43	$37, 582. 00	$240, 057. 43

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID
AS OF JUNE 30, 1980, NON-CONSOLIDATED DEBT

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 4 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$22, 497. 27	$5, 624. 32	$634. 78	$6, 259. 10
07-01-81	16, 872. 95	0	249. 63	249. 63
01-02-82	16, 872. 95	5, 624. 32	256. 56	5, 880. 88
07-01-82	11, 248. 63	0	166. 42	166. 42
01-02-83	11, 248. 63	5, 624. 32	171. 04	5, 795. 36
07-01-83	5, 624. 31	0	83. 21	83. 21
01-02-84	5, 624. 31	5, 624. 31	85. 52	5, 709. 83
Totals		$22, 497. 27	$1, 647. 16	$24, 144. 43

ANNEX G

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980 AND JUNE 30, 1981 UNDER PL 480 TITLE AGREEMENTS
WITH
THE REPUBLIC OF TURKEY
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Annex)	Payment Due Date	Amount Due		Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
		Principal	Interest			
12-22-80 (B)	07-01-80	0	$13, 983. 88	$13, 983. 88	$12, 585. 49	$1, 398. 39
12-22-80 (C)	10-01-80	59, 242. 74	1, 663. 34	60, 906. 08	54, 815. 47	6, 090. 61
12-05-78 (B)	12-31-80	0	8, 827. 36	8, 827. 36	7, 944. 62	882. 74
4-22-80 (B)	01-02-81	0	14, 292. 92	14, 292. 92	12, 863. 63	1, 429. 29
4-22-80 (C)	04-01-81	59, 242. 75	827. 13	60, 069. 88	54, 062. 89	6, 006. 99
12-05-78 (B)	06-30-81	65, 387. 81	8, 827. 36	74, 215. 17	66, 793. 66	7, 421. 51
Totals		$183, 873. 30	$48, 421. 99	$232, 295. 29	$209, 065. 76	$23, 229. 53

ANNEX II

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980
AND JUNE 30, 1981

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 8 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Principal	Interest	Total
01-02-81	$209, 065. 76	$0	$611. 68	$611. 68
07-01-81	209, 065. 76	0	1, 714. 87	1, 714. 87
01-02-82	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-82	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-83	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-83	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-84	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-84	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-85	209, 065. 76	26, 133. 22	3, 178. 95	29, 312. 17
07-01-85	182, 932. 54	26, 133. 22	2, 706. 40	28, 839. 62
01-02-86	156, 799. 32	26, 133. 22	2, 384. 21	28, 517. 43
07-01-86	130, 666. 10	26, 133. 22	1, 933. 14	28, 066. 36
01-02-87	104, 532. 88	26, 133. 22	1, 589. 47	27, 722. 69
07-01-87	78, 399. 66	26, 133. 22	1, 159. 89	27, 293. 11
01-02-88	52, 266. 44	26, 133. 22	794. 74	26, 927. 96
07-01-88	26, 133. 22	26, 133. 22	386. 63	26, 519. 85
Totals		$209, 065. 76	$35, 275. 92	$244, 341. 68

ANNEX I

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATED DEBT
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980
AND JUNE 30, 1981

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 4 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$23, 229. 53	$0	$67. 97	$67. 97
07-01-81	23, 229. 53	5, 807. 38	190. 55	5, 997. 93
01-02-82	17, 422. 15	0	264. 91	264. 91
07-01-82	17, 422. 15	5, 807. 38	257. 75	6, 065. 13
01-02-83	11, 614. 77	0	176. 61	176. 61
07-01-83	11, 614. 77	5, 807. 38	171. 83	5, 979. 21
01-02-84	5, 807. 39	0	88. 30	88. 30
07-01-84	5, 807. 39	5, 807. 39	85. 92	5, 893. 31
Total		$23, 229. 53	$1, 303. 84	$24, 533. 37

U.S. GOVERNMENT PRINTING OFFICE : 1982 O-92-236

10132

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10132

SHIPPING

Louisiana Offshore Oil Port

Agreement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS

Effected by Exchange of Notes
Signed at Washington March 9 and 16, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NETHERLANDS

Shipping: Louisiana Offshore Oil Port

Agreement effected by exchange of notes
Signed at Washington March 9 and 16, 1981;
Entered into force November 2, 1981.

The Secretary of State to the Dutch Ambassador

MAR. 9, 1981

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of the Kingdom of the Netherlands and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and of the Kingdom of the Netherlands, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of the Kingdom of the Netherlands that this agreement shall not apply to vessels registered in or flying the flag of the Netherlands merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honour to propose that this Note, together with your reply thereto indicating acceptance, shall constitute an agreement between the United States of America and the Kingdom of the Netherlands, which shall enter into force on the date on which the Government of the United States receives from the Government of the Nether-

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[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

lands notice that the procedures constitutionally required therefor in the Kingdom of the Netherlands have been fulfilled,[2] and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

JAMES FERRER

His Excellency
DR. JAN H. LUBBERS,
Ambassador of the Netherlands.

---

[2] Nov. 2, 1981.

The Dutch Ambassador to the Secretary of State

VA/3240

Washington, D.C.
March 16, 1981

Excellency,

I have the honour to acknowledge receipt of your Note of March 9, 1981, the terms of which are as follows:

"I have the honour to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Kingdom of the Netherlands and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and the Kingdom of the Netherlands, on the same basis as when in coastal ports of the United States.

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Department of State
Washington, D.C. 20520

It is the understanding of the Government of the United States and of the Government of the Kingdom of the Netherlands that this agreement shall not apply to vessels registered in or flying the flag of the Netherlands merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honour to propose that this Note, together with your reply thereto indicating acceptance, shall constitute an agreement between the United States of America and the Kingdom of the Netherlands, which shall enter into force on the date on which the Government of the United States receives from the Government of the Netherlands notice that the procedures constitutionally required therefor in the Kingdom of the Netherlands have been fulfilled, and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honour to state that the Netherlands Government agrees to this arrangement and will regard your Note and this reply as constituting an agreement between our two countries, which shall enter into force on the date on which the Government of the Kingdom of the Netherlands notifies the Government of the United States that the procedures constitutionally required therefor in

the Kingdom of the Netherlands have been fulfilled, and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

J.H. Lubbers
Ambassador of the Netherlands

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ECONOMIC ASSISTANCE

Production and Employment

Agreement Between the
UNITED STATES OF AMERICA
and JAMAICA

Signed at Kingston January 19, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAMAICA

Economic Assistance: Production and Employment

Agreement signed at Kingston January 19, 1981;
Entered into force January 19, 1981.

LOAN AGREEMENT

BETWEEN

THE GOVERNMENT OF JAMAICA

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

FOR

PRODUCTION AND EMPLOYMENT LOAN (532-K-014)

Date: January 19, 1981

PRODUCTION AND EMPLOYMENT LOAN AGREEMENT BETWEEN THE GOVERNMENT OF JAMAICA AND THE UNITED STATES OF AMERICA

By this Agreement made and entered into on the 19th day of January, 1981, the Government of Jamaica (hereinafter referred to as the "Borrower"), and the United States of America, acting through the Agency for International Development (hereinafter referred to as "AID"), hereby agree as follows:

Section 1. The Loan

A. The Loan. For the purposes of providing immediate balance of payments support to the Borrower and to stimulate production, exports and employment in Jamaica, AID, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Forty Million United States Dollars ($40,000,000) ("Loan"). The aggregate amount of disbursements under the Loan shall be referred to herein as "Principal".

B. Interest. The Borrower will pay to AID interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable

[1] 75 Stat. 424; 22 U.S.C. § 2151.

no later than six (6) months after the first disbursement hereunder, on a date to be specified by AID.

C. Repayment. The Borrower will repay to AID the Principal within twenty (20) years from the date of the first disbursement of the Loan in twenty-one (21) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Subsection B. AID will provide the Borrower with an amortization schedule in accordance with this Subsection after the final disbursement under the Loan.

D. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as AID may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

E. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless AID otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

F. Renegotiation of Terms.

(i) The Borrower and AID agree to negotiate, at such time or times as either may request, an acceleration of the repayment

of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Jamaica, which enable the Borrower to repay the Loan on a shorter schedule.

(ii) Any request by either party to the other to so negotiate will be made pursuant to Section 11, and will give the name and address of the person or persons who will represent the requesting party in such negotiations.

(iii) Within thirty (30) days after delivery of a request to negotiate, the requested party will communicate to the other, pursuant to Section 11, the name and address of the person or persons who will represent the requested party in such negotiations.

(iv) The representatives of the parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested party's communication under subsection (iii). The negotiations will take place at a location mutually agreed upon by the representatives of the parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Ministry of Finance in Jamaica.

G. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and AID under it will cease.

Section 2. Conditions Precedent to Disbursement.

A. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by AID of documentation pursuant to which disbursement will be made, the Borrower will, except as AID may otherwise agree in writing, furnish to AID, in form and substance satisfactory to AID:

(i) an opinion of the Attorney General of the Borrower that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms; and

(ii) a statement of the name or names of the persons holding or acting in the office of the Borrower specified in Section 12, and a specimen signature of each person specified in such statement.

B. Subsequent Disbursements.

Prior to disbursement under this Agreement, or to the issuance of documentation pursuant to which disbursement will be made, in excess of $10,000,000, the Borrower will, except as AID may otherwise agree in writing, furnish or cause to be furnished to AID, in form and substance satisfactory to AID, a letter from the Management of the International Monetary Fund (IMF) indicating that the economic program outlined in the Letter of Intent of the Borrower is a satisfactory basis for the

Management of the IMF to recommend to the Executive Board of the IMF that a standby or extended fund facility agreement be established for the Borrower.

Section 3. Notification of Satisfaction of Conditions Precedent. When AID has determined that the conditions precedent specified in Section 2 have been met, AID will promptly notify the Borrower.

Section 4. Terminal Dates for Conditions Precedent.

A. First Disbursement. If the conditions specified in Section 2.A. have not been met within sixty (60) days from the date this Agreement is made and entered into, or such later date as AID may agree in writing, AID, at its option, may terminate this Agreement by written notice to the Borrower.

B. Subsequent Disbursements. If the conditions specified in Section 2.B. have not been met within ninety (90) days from the date of this Agreement, or such later date as AID may agree to in writing, AID, at its option, may cancel the then undisbursed balance of the Loan, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Borrower and AID will terminate.

Section 5. Disbursement. Disbursement of the funds made available under this Agreement will be made in two installments pursuant to requests for disbursement by the Borrower and subsequent to satisfaction of the Conditions Precedent to disbursement under Section 2. Each request for disbursement

will be submitted to the Mission Director, USAID Mission to Jamaica, in a form and in substance satisfactory to AID. In accordance with each request for disbursement, AID will deposit the funds into an account of the Borrower at a United States bank in the United States designated by the Borrower.

Section 6. Terminal Date for Requesting Disbursement. The terminal date for requesting disbursements of funds will be six (6) months from the date this Agreement was made and entered into, except as AID may otherwise agree in writing.

Section 7. Use of Local Currency. The Borrower agrees that currency of Jamaica equivalent in amount to the United States dollar disbursements hereunder shall be allocated within the Borrower's 1981-1982 budget and shall be disbursed during the period from April 1, 1981, through March 31, 1982, to finance the local currency cost of development programs in Jamaica. The highest rate of exchange which is not unlawful in Jamaica on the date of dollar disbursements shall be used in determining the total amount required to be so allocated. Allocation of these funds will be for programs agreed upon by the Borrower and AID. The Borrower will submit to AID Quarterly Activity Status Reports which will show actual disbursements by the Borrower on a Project by Project basis.

Section 8. Taxation. This Agreement and the amount to be loaned hereunder shall be free from any taxation or fees imposed under any laws in effect within Jamaica.

Section 9. Use of Funds.

A. Ineligible Procurement. The United States dollar funds provided hereunder shall be available as free foreign exchange assets of the Borrower. However, the Borrower agrees that such funds shall not be used to finance military requirements of any kind including the procurement of commodities or services for military purposes and shall not be used to finance non-food consumer goods.

B. U.S. Imports. The Borrower agrees that within twelve (12) months of the date of each disbursement by AID of U.S. dollar funds under this Agreement, the Borrower shall import or cause to be imported into Jamaica goods and/or services from the United States in an amount at least equivalent to the amount of each such disbursement. Documentation evidencing imports attributed to the funds provided under this Agreement shall be retained by the Bank of Jamaica as part of its files related to this Agreement and shall be available for review and/or audit in accordance with Section 10 hereof.

C. Commodity Reports. The Borrower agrees to submit to AID within 12 months of each disbursement under this Agreement, a list of the commodities imported, against which the Borrower attributed the United States dollar loan proceeds.

Section 10. Records. The Borrower agrees to maintain financial records relating to the utilization of U.S. dollar funds loaned by AID under this Agreement, and to local currency funds allocated pursuant to this Agreement, by use of the Borrower's usual accounting procedures, which shall follow generally accepted accounting procedures. All such financial records shall be maintained for at least three years after the final disbursement, and shall

be made available at any reasonable time to authorized representatives of AID for the purpose of examination and inspection.

Section 11. Communications. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Borrower
Mail Address:
The Financial Secretary
Ministry of Finance
30 National Heroes Circle
Kingston 4.

To AID
Mail Address:
USAID Mission to Jamaica
American Embassy Kingston
Kingston, Jamaica
Alternate Address for Cables:

Section 12. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance, and AID will be represented by the individual holding or acting in the office of the Mission Director, USAID Mission to Jamaica, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to AID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, the Government of Jamaica and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF JAMAICA

By: [1]

Title: Minister of Finance and Planning

UNITED STATES OF AMERICA

By: Loren E. Lawrence [2]

Title: U.S. Ambassador to Jamaica

UNITED STATES OF AMERICA

By: Glenn O. Patterson [3]

Title: Director, United States AID Mission to Jamaica

---

[1] Eward P. G. Seaga.
[2] Loren E. Lawrence.
[3] Glenn O. Patterson.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-238

10139

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10139

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and the DOMINICAN REPUBLIC

Signed at Santo Domingo February 20, 1981

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S9.10

NOTE BY THE DEPARTMENT OF STATE

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DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo February 20, 1981;
Entered into force February 20, 1981.

READEX FICHE best copy available

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of Agricultural Commodities specified below. This agreement shall consist of the preamble and parts I and III of the Agreement signed September 28, 1977,[1] together with the following part II:

PART II. PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (UNITED STATES FISCAL YEAR)	APROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLION)
Wheat/Wheat flour (Wheat Basis)	1981	27,000	US$ 6.2
Rice	1981	17,000	8.8
TOTAL			US$15.0

ITEM II. PAYMENT TERMS: DOLLAR CREDIT (DC)

A. Initial Payment - Five (5) Percent.

B. Currency Use Payment - Five (5) Percent for Section 104 (A) Purposes.

C. Number of Installment Payments - Nineteen (19).

D. Amount of each installment payment - approximately equal annual amounts.

E. Due date of first installment payment - Two (2) years after the date of last delivery of commodities in each calendar year.

F. Initial interest rate - Two (2) percent.

G. Continuing interest rate - Three (3) percent.

[1] TIAS 8944; 29 UST 2377

ITEM III. USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (UNITED STATES FISCAL YEAR)	USUAL MARKETING REQUIREMENT
Wheat/Wheat Flour (Wheat basis)	1981	133,000 Metric Tons
Rice	1981	30,000 Metric Tons

ITEM IV. EXPORT LIMITATIONS:

A. EXPORT LIMITATION PERIOD:

The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States Fiscal Year During which commodities financed under this agreement are being imported or utilized.

B. COMMODITIES TO WHICH EXPORT LIMITATIONS APPLY:

For the purposes of Part I, Article III-A (4) of this Agreement, the Commodities which may not be exported are: For Wheat/Wheat Flour - Wheat, Wheat Flour, Rolled Wheat, Semolina, Farina, and Bulgur (or the same products under a different name); and for Rice - Rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES:

A. The Government at the importing country agrees to undertake self-help measures to improve production, storage, and distribution of Agricultural Commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing Agricultural production through Small Farm Agriculture.

B. The Government of the Dominican Republic agrees to the following:

1. African Swine Fever.

Continue programs designed to eradicate African Swine Fever. This program may include development of a disease surveillance system, repopulation; and construction and equipping of Diagnostic Centers.

2. Agricultural Production.

Continue efforts to expand food crop production with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort, the GODR will:

a) Continue the activities and programs of the Agricultural Bank, working with U.S.A.I.D. and the Interamerican Development Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

b) Implement programs to reconstruct and expand rural agricultural storage facilities with emphasis on reducing post-harvest spoilage and thereby improving income returns to small-scale producers.

c) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on construction programs to expand rural feeder roads.

d) Implement programs to reconstruct ponds, small dams, and small-scale irrigation facilities and to upgrade existing facilities to improve their operating efficiency. Efforts will be made to improve management of irrigation facilities, including providing training in water resource management to appropriate technicians and managers.

e) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

f) Implement programs to preserve and upgrade the existing natural resource base.

3. Training.

a) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

b) Implement training programs for staff level personnel and for mid-level management for the execution of resource conservation programs. The USDA, Title XII Institutions and/or other International Agencies may be used to provide technical assistance for this activity.

c) Training of specialists, as required, in African Swine Fever detection and eradication.

4. Other Activities.

A. Continue programs designed to assist home repair and reconstruction in the disaster area.

B. Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Special emphasis will be placed on and budget support provided for:

(a) Inoculation against prevailing contagious diseases;

(b) Family planning services; and

(c) Construction or repair of rural clinics and health posts.

C. Support programs in Regional Development and planning.

D. Support programs in Rural Education.

E. Support for Rural Energy programs.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCURING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accuring to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following sectors: Agriculture and Public Health, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM. VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Santo Domingo, in duplicate, the 20 day of February, 1981.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

BY: Antonio Guzmán

TITLE: President

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

BY: Robert L. Yost

TITLE: Ambassador

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTA DE
PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II.

PARTE II. DISPOSICIONES ESPECIALES

PUNTO I. TABLA DE PRODUCTOS:

PRODUCTO	PERIODO ENTREGA (AÑOS FISCAL DE LOS ESTADOS UNIDOS)	CANTIDAD MAXIMA APROXIMADA (TONELADAS METRICAS)	VALOR MAXIMO EN MERCADO DE EXPORTACION (MILLONES)
Trigo/Harina de Trigo (base de trigo)	1981	27,000	US$ 6.2
Arroz	1981	17,000	8.8
TOTAL			US$15.0

PUNTO II. CONDICIONES DE PAGO: CREDITO EN DOLARES (C.D.)

A. Pago Inicial - Cinco (5) Porciento.

B. Pago en Fondos de Contrapartida - Cinco (5) Porciento para Propósitos de la Sección 104 (A).

C. Número de Pagos a Plazos - Diecinueve (19).

D. Cantidad de Cada Pago a Plazos - Aproximadamente iguales cantidades.

E. Fecha de Vencimiento del Primer Pago a Plazos - Dos (2) Años a partir de la fecha de la última entrega de productos en cada año calendario.

F. Tasa Inicial de Interés - Dos (2) porciento.

G. Tasa Contínua de Interés - Tres (3) porciento.

PUNTO III. CUADRO PARA COMPRAS NORMALES EN MERCADOS COMERCIALES

PRODUCTO	PERIODO ENTREGA (AÑO FISCAL DE LOS EE.UU.)	REQUERIMIENTOS NORMALES MERCADEO
Trigo/Harina de Trigo (Base de Trigo)	1981	133,000 Toneladas Métricas
Arroz	1981	30,000 Toneladas Métricas

PUNTO IV. LIMITACION DE EXPORTACION:

A. PERIODO DE LIMITACION DE EXPORTACION:

El período de limitación de exportaciones será el año fiscal 1981 de los Estados Unidos, o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo estén siendo importados o utilizados.

B. PRODUCTOS A LOS CUALES SE APLICAN LAS LIMITACIONES DE EXPORTACION:

Para los fines del Punto I, Artículo III-A (4) de este Acuerdo, los productos que no podrán ser exportados son: Para Trigo/Harina de Trigo - Trigo, Harina de Trigo, Copo de Trigo, Semolina, Fécula y "Bulgur" (o los mismos productos bajo distintos nombres); y Para Arroz - Arroz en la Forma de cáscara, marrón o molido.

PUNTO V. MEDIDAS DE AYUDA PROPIA:

A. El Gobierno del país importador acuerda a llevar a cabo medidas de ayuda propia para mejorar la producción, almacenamiento, y distribución de los productos Agrícolas. Las siguientes medidas de ayuda propia serán ejecutadas para contribuir directamente al desarrollo de las áreas pobres rurales y ayudar al pobre a participar activamente en aumentar la producción Agrícola a traves de programas de agricultura para pequeñas fincas.

B. El Gobierno de la República Dominicana acuerda lo siguiente:

1. Fiebre Porcina Africana

Continuar los programas diseñados para erradicar la Fiebre Porcina Africana. Este programa puede incluir desarrollo de un sistema de vigilancia de la enfermedad, compensación a los agricultores, repoblación, y la construcción y equipamiento de Centros de Diagnósticos.

2. Producción Agrícola

Continuar los esfuerzos para aumentar la producción de cosechas de productos alimenticios, poniendo un énfasis especial en los programas para ayudar a los pequeños agricultores a aumentar su productividad agrícola. Como parte de este esfuerzo el GORD se compromete a:

a) Continuar con las actividades y programas del Banco Agrícola, colaborando con la U.S.A.I.D. y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de créditos a pequeños agricultores y asociaciones de agricultores. Se harán también esfuerzos para aumentar su acceso a insumos agrícolas, incluyendo semillas, fertilizantes, insecticidas y herramientas de mano.

b) Desarrollar programas para reconstruir y ampliar las facilidades de almacenaje para los productos rurales agrícolas con énfasis en reducir daños a la cosecha después de recolectada y de tal modo, mejorar el ingreso de los pequeño agricultores.

c) Continuar los esfuerzos para reconstruir y mejorar la red de caminos rurales para aumentar los caminos vecinales. Se le dará énfasis especial a los programas de construcción para aumentar los caminos vecinales.

d) Desarrollar programas para reconstruir estanques, presas pequeñas y facilidades de irrigación a pequeña escala y a mejorar la calidad de las facilidades existentes para mejorar su eficiencia operativa. Se harán esfuerzos para mejorar la administración de facilidades de irrigación, incluyendo proveer entrenamiento en administración de fuentes de agua a los técnicos y administradores apropiados.

e) Continuar revisando las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse que productores pequeños se beneficien hasta el máximo posible de los programas de apoyo de precios.

f) Desarrollar programas para preservar y mejorar la base existente de recursos naturales.

3. Entrenamiento

a) Extender y mejorar los programas de entrenamiento y servicios de extensión para los pequeños agricultores y las asociaciones de agricultores. Se dará énfasis especial a variedades de cosechas alimenticias de alta producción y técnicas de producción.

b) Se ejecutarán programas de entrenamiento para personal a nivel ejecutivo y a nivel medio para administrar la ejecución de programas de conservación de recursos. Las instituciones del Departamento de Agricultura de los Estados Unidos título XIIRD y/o otras Agencias Internacionales se podrán usar para proveer asistencia técnica en esta actividad.

c) Entrenamiento de especialistas, como se requiera para la detección y erradicación de la Fiebre Porcina Africana.

4. Otras Actividades

A. Continuar los programas diseñados a ayudar en la reparación y reconstrucción de casas en las áreas de desastre.

B. Mejorar los servicios de salud rudimentarios que se ofrecen a la población rural pobre a traves de la Secretaría de Salud. Se le dará un énfasis especial y se suministrará apoyo presupuestario para:

(a) Inmunizaciones contra enfermedades transmisibles endémicas;

(b) Servicios de Planificación Familiar: y

(c) Construir o reparar las clínicas rurales y puestos de salud

C. Apoyar los programas regionales de desarrollo rural y de planificación.

D. Apoyar los programas en educación rural.

E. Apoyar los programas para energía rural.

PUNTO VI. PROPOSITOS DE DESARROLLO ECONOMICO PARA LOS CUALES SE UTILIZARAN LOS FONDOS PROVENIENTES DE LA VENTA DE LOS PRODUCTOS DEL PAIS IMPORTADOR:

A. Los fondos acumulados por el País Importador mediante la venta de productos financiados bajo este Acuerdo serán utilizados para el financiamiento de las medidas de ayuda propia establecidas en este Acuerdo y para los siguientes sectores: Agricultura y Salud Pública, en forma diseñada para aumentar el acceso adecuado, nutricional y estable de alimentos.

B. Al usar los fondos para estos propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del país y la capacidad de las mismas de participar en el desarrollo de su País.

PUNTO VII. Este acuerdo está preparado en Inglés y en Español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en Inglés prevalecerá.

EN FE DE TODO LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santo Domingo, en duplicado, el día 20 del mes de Febrero de 1981.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

POR: Antonio Guzmán

CARGO: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: Robert L. Yost

CARGO: Embajador

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-683

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SCIENTIFIC COOPERATION

Geological Sciences

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and CANADA

Signed at Reston April 2, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Subscription Price: $145 per year; $181.25 for foreign mailing. Single copies vary in price. This issue $2.

CANADA

Scientific Cooperation: Geological Sciences

Memorandum of understanding signed at Reston April 2, 1981;
Entered into force April 2, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN

GEOLOGICAL SURVEY

OF THE

DEPARTMENT OF THE INTERIOR OF THE

UNITED STATES OF AMERICA

AND

GEOLOGICAL SURVEY OF CANADA

OF THE

DEPARTMENT OF ENERGY, MINES AND RESOURCES OF THE

GOVERNMENT OF CANADA

ON COOPERATION IN GEOLOGICAL SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Geological Survey of Canada of the Department of Energy, Mines and Resources, Government of Canada, (hereinafter referred to as "GSC"), hereby state their intention to pursue scientific and technical cooperation in geological sciences in accordance within this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework acceptable to both parties for the execution of further memoranda of understanding or agreements for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and GSC (hereinafter sometimes referred to as the "Parties").

For cooperation requested by GSC that extends into subjects outside the scope of USGS, USGS may, with the consent of GSC and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The GSC may, with consent of USGS, include the participation of other Canadian entities, as well as departments or agencies, federal or provincial, in Canada, in the development of activities contained in the scope of this Memorandum.

Article II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research and data exchange in the field of geological sciences within the scope of programs of the Parties, and other forms of cooperative activities as are mutually acceptable. All activities are subject to applicable laws, and regulations of the Parties.

Article III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be established by the Parties before the commencement of each activity.

Article IV. Intellectual Property

The definition of the phrase 'Intellectual Property' will be as described in Multi-Lateral Convention of the World Intellectual Property Organization (WIPO)[1] to which Canada and the United States of America are signatories. The right, if any, to disseminate information regarding such Intellectual Property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such Intellectual Property, shall also be clearly stated in each memorandum or agreement made under the umbrella of this Memorandum.

Article V. Review of Activities

The parties will designate representatives who, at times mutually established by the Parties, will review the activities under this Memorandum.

Article VI. Project Annexes

Any activity carried on under the general aegis of this Memorandum shall be subject to an exchange of correspondence between the Parties relating to that activity and to further arrangements in accordance with the laws and procedures of Canada and the United States.

[1] Done July 14, 1967. TIAS 6932; 21 UST 1749.

Article VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both parties and remain in force for five (5) years, unless extended by mutual agreement. The Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination. Done at Reston, Virginia this day of April 2, 1981

For the:

Geological Survey of the
Department of the Interior
United States of America

By: Doyle G Frederick

Name: Doyle G. Frederick

Title: Acting Director

For the:

Geological Survey of Canada of the
Department of Energy, Mines and
Resources of the Government of Canada

By: W. W. Hutchison

Name: W. W. Hutchison

Title: Director General

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FINANCE

Consolidation and Rescheduling of Certain Debts

Implementation Agreement
Between the
UNITED STATES OF AMERICA
and ZAIRE

Signed at Kinshasa April 8, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ZAIRE

Finance: Consolidation and Rescheduling of Certain Debts

Implementation agreement signed at Kinshasa April 8, 1981;
Entered into force April 8, 1981.

Implementation Agreement Between the United States of America and the Republic of Zaire Regarding the Consolidation and Rescheduling of Repayments Due under Agency for International Development Loans

AGREEMENT, dated as of July 28, 1980,[1] by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Zaire ("Zaire").

WHEREAS, the United States of America, acting through A.I.D. has made certain loans to Zaire;

WHEREAS, an understanding on consolidation and rescheduling of certain Zaire debts was signed in Paris on December 11, 1979, (the "Agreed Minute"), among representatives of certain nations, including the United States, and agreed to by Zaire;

WHEREAS pursuant to the Agreed Minute the Government of the United States of America and the Government of Zaire have agreed to rescheduling arrangements pursuant to the Agreement Between the United States of America and the Republic of Zaire Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Issued by the United States Government and Its Agencies, ("Rescheduling Agreement"), dated July 28, 1980; and

WHEREAS the Rescheduling Agreement provides that it should be implemented by separate agreement between Zaire and A.I.D.;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

1. "Contracts" means those loan agreements pertaining to the transactions between Zairian obligors and A.I.D. as identified in Annex A, executed prior to January 1, 1979, with original maturities of both less than and more than one year.

2. "Short-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable will respect to Contracts with Original maturities of one year or less than one year and due prior to and remaining unpaid on June 30, 1979.

[1] TIAS 9907; 32 UST.

3. "Long-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable with respect to Contracts with Original maturities of more than one year and due prior to and remaining unpaid on June 30, 1979; for HIG Loan HG-001, arrearages remaining unpaid on May 31, 1980.

4. "Arrearages" means the sum of Short-Term Arrearages and Long-Term Arrearages.

5. "Consolidated Long-Term Arrearages" means eighty percent of the dollar amount of the Long-Term Arrearages. "Non-Consolidated Long-Term Arrearages" means the remaining twenty percent of the dollar amount of the Long-Term Arrearages.

6. "Debt" means the dollar amount of the sum of principal and interest payable with respect to the Contracts falling due between July 1, 1979, and June 30, 1980, inclusive, and remaining unpaid ("First Consolidation Period") and between July 1, 1980, and December 31, 1980, inclusive, ("Second Consolidation Period").

7. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-Consolidated Debt" means the remaining ten percent of the dollar amount of the Debt.

8. "Interest" means interest of Arrearages and on Debt. "Additional Interest" means interest on due but unpaid installments, as specified in Article II hereof, of Arrearages, Debt and Interest.

ARTICLE II

Terms and Conditions of Payment

1. Considering that Zaire has reached an understanding with the International Monetary Fund on the policies to be implemented and on the performance criteria to be observed in 1980, and has made another purchase under its standby arrangement, A.I.D. agrees to reschedule Arrearages and Debt with respect to the First Consolidation Period on the terms set forth in this Agreement.

2. A.I.D. agrees to reschedule Debt with respect to the Second Consolidation Period on the Terms set forth in this agreement provided that the prerequisite stated in paragraph 5(b) of the Agreed Minute has been fulfilled.

3. Zaire agrees to repay the Arrearages and Debt in United States dollars in accordance with the schedule set forth below:

(a) Consolidated Long-Term arrearages, amounting to 4.5 Million, will be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984 and ending on December 31, 1989, as set forth on Annex B, C, D & E.

(b) Non-Consolidated Long-Term Arrearages, amounting to 1.1 Million, will be repaid in four installments according to the following schedules:

(1) 10 percent of the total on June 30, 1980;

(2) 20 percent of the total on June 30, 1981;

(3) 30 percent of the total on June 30, 1982;

(4) 40 percent of the total on June 30, 1983.

as set forth in Annex F, G, H & I.

(c) Arrearages of $865,954.49 on May 31, 1980 on HIG Loan HG-001 will be payable upon the signing of this agreement. This amount is considered arrearages on previously rescheduled debt. See Annex E, page 2. Interest shall accrue on this amount at the rate of 7.375% until fully paid.

(d) Consolidated Debt with respect to the First Consolidation Period and the Second Consolidated Period, amounting to 7.7 Million shall be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984 and ending on December 31, 1989, as set forth on Annex J, K, L, M, N, O & P.

(e) Non-Consolidated Debt with respect to the First Consolidation period, amount to 0.5 Million shall be repaid in four equal and successive annual installments beginning on June 30, 1980 and ending on June 30, 1983, as set forth on Annex Q, R & S.

(b) Non-Consolidated Debt with respect to the Second Consolidation Period amount to 0.3 Million shall be repaid in four equal and successive annual installments beginning December 31, 1980, as set forth on Annex U, V, W & X.

4. (a) Interest shall begin to accrue at the rate set forth in this Agreement from the original due dates as set forth in the Contracts for Arrearages and Debt and shall continue to accrue until Arrearages and Debt are repaid in full. Additional Interest shall accrue from the due date of unpaid amounts of Arrearages and Debt and Interest falling due pursuant to this Agreement until such amounts are paid in full.

(b) The rate of Interest shall be 3.3 percent per calendar year on the outstanding balance of the Arrearages and Debt due; except for HIG Loan HG-001 which shall be 7.375 percent per calendar year. The rate of Additional Interest shall be the same as the rate of Interest. All Interest and Additional Interest payable with respect to the Arrearages and Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1980; except for arrearages on previously rescheduled debt on HIG Loan HG-001 which is payable upon the signing of this agreement.

ARTICLE III

General Terms

1. Other Obligations. Except as otherwise expressly provided herein, payment of obligations which become due and payable by Zaire to A.I.D. pursuant to each of the Loan Agreements shall be paid in accordance with the existing terms of each of the Loan Agreements.

2. Full Force and Effect of the Loan Agreements. To the extent that they are not amended hereto, or rendered inconsistent hereby, the terms and conditions of the Loan Agreements, including, but not limited to, events of default and remedies upon default, shall remain in full force and effect.

3. Adjustments. The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of Rescheduling Agreement.

4. The Rescheduling Agreement. To the extent that the Rescheduling Agreement is not superseded by this Agreement it shall remain in full force and effect.

5. Place and Currency of Payment. Payment made hereunder shall be in U.S. dollars and shall be delivered to the Federal Reserve Bank, New York, for credit to the Agency for International Development (Account No. 72-00-0001).

6. Legal Opinion. Except as A.I.D. may otherwise agree in writing, within thirty (30) days from the date of this Agreement Zaire shall furnish to A.I.D. a legal opinion of counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of Zaire and constitutes a valid and legally binding obligation of Zaire in accordance with its terms.

ARTICLE IV

Entry Into Force

This Agreement shall enter into force for Debt with respect to the Second Consolidated Period upon receipt by Zaire of written notice from the United States Government that the United States considers Zaire in compliance with the condition stated in Article II, paragraph 2, of the Agreement.

IN WITNESS WHEREOF, A.I.D. and Zaire, each acting through its respectively duly authorized representative, have caused this Agreement to be signed in their respective names and delivered on April 8, 1981.

UNITED STATES OF AMERICA

By: Walter Boehm [1]

Title: Acting Director

REPUBLIC OF ZAIRE

By: To the DJAMBOLEKA LOMA.

Title: Secrétaire d'Etat aux Finances.

[SEAL]

[1] Walter Boehm.

ANNEX A

RESCHEDULED LOANS

AGENCY FOR INTERNATIONAL DEVELOPMENT

660-K-002

003

006

008

009

010

015

017

025

H-011

012

013

T-014

016

HG-001

ANNEX B

AGENCY FOR INTERNATIONAL DEVELOPMENT
CONSOLIDATED LONG-TERM ARREARAGES
LOAN No. 660K027R

Rescheduled Amount 1,915,986.95 Number of Installments 12 Interest Rate 3.30% Grace RAte 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	06/30/80	$ 90,617.37	90,617.37	$ -0-	$1,915,986.65
	12/31/80	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/81	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/81	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/82	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/82	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/83	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/83	31,613.78	31,613.78	-0-	1,915,986.65
1	6/30/84	191,279.36	31,613.78	159,665.58	1,756,321.37
2	12/30/84	188,644.88	28,979.30	159,665.58	1,596,655.79
3	6/30/85	186,010.40	26,344.82	159,665.58	1,436,990.21
4	12/30/85	183,375.92	23,710.34	159,665.58	1,277,324.63
5	6/30/86	180,741.44	21,075.86	159,665.58	1,117,659.05
6	12/30/86	178,106.95	18,441.37	159,665.58	957,993.47
7	6/30/87	175,472.47	15,806.89	158,665.58	798,327.89
8	12/30/87	172,837.99	13,172.41	159,665.58	638,662.31
9	6/30/88	170,203.51	10,537.93	159,665.58	478,996.73
10	12/30/88	167,569.03	7,903.45	159,665.58	319,331.15
11	6/30/89	164,934.54	5,268.96	159,665,58	159,665.57
12	12/30/89	162,300.05	2,634.48	159,665.57	.00
TOTAL			$ 517,403.42	$1,915,986.95	

AGENCY FOR INTERNATIONAL DEVELOPMENT

CONSOLIDATED LONG-TERM ARREARAGES

ANNEX C

LOAN NO. 660H029R

Rescheduled Amount 327,158.36 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	12,735.57	12,735.57	-0-	327,158.36
	12/31/80	5,398.11	5,398.11	-0-	327,158.36
	6/30/81	5,398.11	5,398.11	-0-	327,158.36
	12/31/81	5,398.11	5,398.11	-0-	327,158.36
	6/30/82	5,398.11	5,398.11	-0-	327,158.36
	12/31/82	5,398.11	5,398.11	-0-	327,158.36
	6/30/83	5,398.11	5,398.11	-0-	327,158.36
	12/31/83	5,398.11	5,398.11	-0-	327,158.36
1	6/30/84	32,661.31	5,398.11	27,263.20	299,895.16
2	12/30/84	32,211.47	4,948.27	27,263.20	272,631.96
3	6/30/85	31,761.63	4,498.43	27,263.20	245,368.76
4	12/30/85	31,311.78	4,048.58	27,263.20	218,105.56
5	6/30/86	30,861.94	3,598.74	27,263.20	190,842.36
6	12/30/86	30,412.10	3,148.90	27,263.20	163,579.16
7	6/30/87	29,962.26	2,699.06	27,263.20	136,315.96
8	12/30/87	29,512.41	2,249.21	27,263.20	109,052.76
9	6/30/88	29,062.57	1,799.37	27,263.20	81,789.56
10	12/30/88	28,612.73	1,349.53	27,263.20	54,526.36
11	6/30/89	28,162.88	899.68	27,263.20	27,263.16
12	12/30/89	27,713.00	449.84	27,263.16	.00
	TOTAL		$85,610.06	$327,158.36	

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ANNEX D

AGENCY FOR INTERNATIONAL DEVELOPMENT
CONSOLIDATED LONG-TERM ARREARAGES
LOAN NO. 660TO31R

Rescheduled Amount 8,353.52 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	$ 290.76	290.76	-0-	8,353.52
	12/31/80	137.83	137.83	-0-	8,353.52
	6/30/81	137.83	137.83	-0-	8,353.52
	12/31/81	137.83	137.83	-0-	8,353.52
	6/30/82	137.83	137.83	-0-	8,353.52
	12/31/82	137.83	137.83	-0-	8,353.52
	6/30/83	137.85	137.83	-0-	8,353.52
	12/31/83	137.83	137.83	-0-	8,353.52
1	6/30/84	833.96	137.83	696.13	7,657.39
2	12/30/84	822.48	126.35	696.13	6,961.26
3	6/30/85	810.99	114.86	696.13	6,265.13
4	12/30/85	799.50	103.37	696.13	5,569.00
5	6/30/86	788.02	91.89	696.13	4,872.87
6	12/30/86	776.53	80.40	696.13	4,176.74
7	6/30/87	765.05	68.92	696.13	3,480.61
8	12/30/87	753.56	57.43	696.13	2,784.48
9	6/30/88	742.07	45.94	696.13	2,088.35
10	12/30/88	730.59	34.46	696.13	1,392.11
11	6/30/89	719.10	22.97	696.13	696.09
12	12/30/89	707.58	11.49	696.09	.00
	TOTAL		$2,151.48	$ 8,353.52	

Zaire 660-HG-001 - CNECI

Computation of Payments on "Consolidated Long Term

Arrearages" - 80% of Balance Due May 31, 1980

Balance: $2,897,414.94 (5/31/80)
80%: $2,317,931.95
Rate of Interest: 3.6875% semi-annually
Amortization Starts: 6/30/84
Number of payments: 12
Payment Amount: $193,161.00

	Payments by GOZ			Balance Due AID
Date	Total	Interest	Principal	
				$2,317,931.95
06/30/80	$ 14,245.62	$ 14,245.62	-	2,317,931.95
12/31/80	85,473.74	85,473.74	-	2,317,931.95
06/30/81	85,473.74	85,473.74	-	2,317,931.95
12/31/81	85,473.74	85,473.74	-	2,317,931.95
06/30/82	85,473.74	85,473.74	-	2,317,931.95
12/31/82	85,473.74	85,473.74	-	2,317,931.95
06/30/83	85,473.74	85,473.74	-	2,317,931.95
12/31/83	85,473.74	85,473.74	-	2,317,931.95
06/30/84	278,634.74	85,473.74	$ 193,161.00	2,124,770.95
12/31/84	271,511.93	78,350.93	193,161.00	1,931,609.95
06/30/85	264,389.12	71,228.12	193,161.00	1,738,448.95
12/31/85	257,266.31	64,105.31	193,161.00	1,545,287.95
06/30/86	250,143.49	56,982.49	193,161.00	1,352,126.95
12/31/86	243,020.68	49,859.68	193,161.00	1,158,965.95
06/30/87	235,897.87	42,736.87	193,161.00	965,804.95
12/31/87	228,775.06	35,614.06	193,161.00	772,643.95
06/30/88	221,652.25	28,491.25	193,161.00	579,482.95
12/31/88	214,529.43	21,368.43	193,161.00	386,321.95
06/30/89	207,406.62	14,245.62	193,161.00	193,160.95
12/31/89	200,283.76	7,122.81	193,160.95	-0-
	$3,486,073.06	$1,168,141.11	$2,317,931.95	

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Zaire 660-HG-001 - CNECI

Computation of Amount Due A.I.D.

As of May 31, 1980

Balance as of April 1, 1980	$3,717,655.11
Plus: Interest 7.375% - 60 days	45,714.32
	3,763,369.43
Less: Arrears on previously rescheduled debt	865,954.49
Consolidated Long-Term Arrearages	$2,897,414.94

ANNEX F

AGENCY FOR INTERNATIONAL DEVELOPMENT
NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660K028R

RESCHEDULED TOTAL 478,996.76 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	70,554.01	$22,654.33	$47,899.68	$431,097.08
*	12/31/80	7,113.10	7,113.10	- 0 -	431,097.08
2	6/30/81	102,912.45	7,113.10	95,799.35	335,297.73
*	12/31/81	5,532.41	5,532.41	- 0 -	335,297.73
3	6/30/82	149,231.44	5,532.41	143,699.03	191,598.70
*	12/31/82	3,161.38	3,161.38	- 0 -	191,598.70
4	6/30/83	194,760.08	3,161.38	191,598.70	- 0 -
Total			$54,268.11	$478,996.76	

TIAS 10141

ANNEX G

AGENCY FOR INTERNATIONAL DEVELOPMENT

NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660H030R

RESCHEDULED AMOUNT 81,789.59 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$11,362.85	$3,183.89	$8,178.96	$73,610.63
*	12/31/80	1,214.58	1,214.58	- 0 -	73,610.63
2	6/30/81	17,572.50	1,214.58	16,357.92	57,252.71
*	12/31/81	944.67	944.67	- 0 -	57,252.71
3	6/30/82	25,481.55	944.67	24,536.88	32,715.83
*	12/31/82	539.81	539.81	- 0 -	32,715.83
4	6/30/83	33,255.64	539.81	32,715.83	- 0 -
Total			$8,582.01	$81,789.59	

92-853 O - 82 - 3

AGENCY FOR INTERNATIONAL DEVELOPMENT

NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660T032R

AMOUNT 2,088.37 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$281.53	$72.69	$208.84	$1,879.53
*	12/31/80	31.01	31.01	- 0 -	1,879.53
2	6/30/81	448.68	31.01	417.67	1,461.86
*	12/31/81	24.12	24.12	- 0 -	1,461.86
3	6/30/82	650.63	24.12	626.51	835.35
*	12/31/82	13.78	13.78	- 0 -	835.35
4	6/30/83	849.13	13.78	835.35	- 0 -
TOTAL			$210.51	$2,088.37	

TIAS 10141

ANNEX I

Zaire 660-HG-001 - CNECI

Computation of Payments on "Non-Consolidated Long-Term Arrearages"

- 20% of Balance Due - May 31, 1980

Balance: $2,897,414.94 (5/31/80)
20%: $579,482.99
Rate of Interest: 3.6875% semi-annually
Amortization Starts: 6/30/80
Numer of Payments: 4
Payment Amount:

6/30/80 - 10%	$ 57,948.30
6/30/81 - 20%	115,896.60
6/30/82 - 30%	173,844.90
6/30/83 - 40%	231,793.19

	Payments by GOZ			Balance Due AID
Date	Total	Interest	Principal	
				$579,482.99
06/30/80	$ 61,509.70	$ 3,561.40	$ 57,948.30	521,534.69
12/31/80	19,231.59	19,231.59	-	521,534.69
06/30/81	135,128.19	19,231.59	115,896.60	405,638.09
12/31/81	14,957.90	14,957.90	-	405,638.09
06/30/82	188,802.80	14,957.90	173,844.90	231,793.19
12/31/82	8,547.37	8,547.37	-	231,793.19
06/30/83	240,340.56	8,547.37	231,793.19	-0-
	$668,518.11	$89,035.12	$579,482.99	

ANNEX J

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN No. 660KO33R

Rescheduled Amount 4,051,798.60 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	85,845.50	85,845.50	-0-	4,051,798.60
	12/31/80	66,854.68	66,854.68	-0-	4,051,798.60
	6/30/81	66,854.68	66,854.68	-0-	4,051,798.60
	12/31/81	66,854.68	66,854.68	-0-	4,051,798.60
	6/30/82	66,854.68	66,854.68	-0-	4,051,798.60
	12/31/82	66,854.68	66,854.68	-0-	4,051,798.60
	6/30/83	66,854.68	66,854.68	-0-	4,051,798.60
	12/31/83	66,854.68	66,854.68	-0-	4,051,798.60
1	6/30/84	404,504.56	66,854.68	337,649.88	3,714,148.72
2	12/30/84	398,933.33	61,283.45	337,649.88	3,376,498.84
3	6/30/85	393,362.11	55,712.23	337,649.88	3,038,848.96
4	12/30/85	387,790.89	50,141.01	337,649.88	2,701,199.08
5	6/30/86	382,219.66	44,569.78	337,649.88	2,363,549.20
6	12/30/86	376,648.44	38,998.56	337,649.88	2,025,899.32
7	6/30/87	371,077.22	33,427.34	337,649.88	1,688,249.44
8	12/30/87	365,506.00	27,856.12	337,649.88	1,350,599.56
9	6/30/88	359,934.77	22,284.89	337,649.88	1,012,949.68
10	12/30/88	354,363.55	16,713.67	337,649.88	675,299.80
11	6/30/89	348,792.33	11,142.45	337,649.88	337,649.92
12	12/30/89	343,221.14	5,571.22	337,649.92	.00
	TOTAL		$988,383.66	$4,051,798.60	

TIAS 10141

ANNEX K

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN NO. 660HO35R

Rescheduled Amount 729,193.68 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
					729,193.68
	6/30/80	12,101.33	12,101.33	-0-	729,193.68
	12/31/80	12,031.70	12,031.70	-0-	729,193.68
	6/30/81	12,031.70	12,031.70	-0-	729,193.68
	12/31/81	12,031.70	12,031.70	-0-	729,193.68
	5/30/82	12,031.70	12,031.70	-0-	729,193.68
	12/31/82	12,031.70	12,031.70	-0-	729,193.68
	6/30/83	12,031.70	12,031.70	-0-	729,193.68
	12/31/83	12,031.70	12,031.70		
1	6/30/84	72,797.84	12,031.70	60,766.14	668,427.54
2	12/30/84	71,795.19	11,029.05	60,766.14	607,661.40
3	6/30/85	70,792.55	10,026.41	60,766.14	546,895.26
4	12/30/85	69,789.91	9,023.77	60,766.14	486,129.12
5	6/30/86	68,787.27	8,021.13	60,766.14	425,362.98
6	12/30/86	67,784.63	7,018.49	60,766.14	364,596.84
7	6/30/87	66,781.99	6,015.85	60,766.14	303,830.70
8	12/30/87	65,779.35	5,013.21	60,766.14	243,064.56
9	6/30/88	64,776.71	4,010.57	60,766.14	182,298.42
10	12/30/88	63,774.06	3,007.92	60,766.14	121,532.28
11	6/30/89	62,771.42	2,005.28	60,766.14	60,766.14
12	12/30/89	61,768.78	1,002.64	60,766.14	.00
TOTAL			$ 174,529.25	$ 729,193.68	

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN NO. 660T137R

Reschedule Amount 30,397.89 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
					30,397.89
	6/30/80	360.67	360.67	-0-	30,397.89
	12/31/80	501.57	501.57	-0-	30,397.89
	6/30/81	501.57	501.57	-0-	30,397.89
	12/31/81	501.57	501.57	-0-	30,397.89
	6/30/82	501.57	501.57	-0-	30,397.89
	12/30/82	501.57	501.57	-0-	30,397.89
	6/30/83	501.57	501.57	-0-	30,397.89
	12/31/83	501.57	501.57	-0-	
1	6/30/84	3,034.73	501.57	2,533.16	27,864.73
2	12/30/84	2,992.93	459.77	2,533.16	25,331.57
3	6/30/85	2,951.13	417.97	2,533.16	22,798.41
4	12/30/85	2,909.33	376.17	2,533.16	20,265.25
5	6/30/86	2,867.54	334.38	2,533.16	17,732.09
6	12/30/86	2,825.74	292.58	2,533.16	15,198.93
7	6/30/87	2,783.94	250.78	2,533.16	12,665.77
8	12/30/87	2,742.15	208.99	2,533.16	10,132.61
9	6/30/88	2,700.35	167.19	2,533.16	7,599.45
10	12/30/88	2,658.55	125.39	2,533.16	5,066.29
11	6/30/89	2,616.75	83.59	2,533.13	2,533.13
12	12/30/89	2,574.93	41.80	2,533.13	.00
	TOTAL		$7,131.84	$30,397.89	

ANNEX M

AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660KO39R

Rescheduled Amount 2,043,474.71 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	12/31/80	25,707.62	25,707.62	-0-	2,043,474.71
	6/30/81	33,717.33	33,717.33	-0-	2,043,474.71
	12/31/81	33,717.33	33,717.33	-0-	2,043,474.71
	6/30/82	33,717.33	33,717.33	-0-	2,043,474.71
	12/30/82	33,717.33	33,717.33	-0-	2,043,474.71
	6/30/83	33,717.33	33,717.33	-0-	2,043,474.71
	12/31/83	33,717.33	33,717.33	-0-	2,043,474.71
1	6/30/84	204,006.89	33,717.33	170,289.56	1,873,185.15
2	12/30/84	201,197.11	30,907.55	170,289.56	1,702,895.59
3	6/30/85	198,387.34	28,097.78	170,289.56	1,532,606.03
4	12/30/85	195,577.56	25,288.00	170,289.56	1,362,316.47
5	6/30/86	192,767.78	22,478.22	170,289.56	1,192,026.91
6	12/30/86	189,958.00	19,668.44	170,289.56	1,021,737.35
7	6/30/87	187,148.23	16,858.67	170,289.56	851,447.79
8	12/30/87	184,338.45	14,048.89	170,289.56	681,158.26
9	6/30/88	181,528.67	11,239.11	170,289.56	510,868.67
10	12/30/88	178,718.89	8,429.33	170,289.56	340,579.11
11	6/30/89	175,909.12	5,619.56	170,289.56	170,289.55
12	12/30/89	173,099.33	2,809.78	170,289.55	.00
	TOTAL		$ 480,891.59	$2,043,474.71	

AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660HO41R

Rescheduled Amount 364,596.84 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
					364,596.84
	12/31/80	3,339.50	3,339.50	-0-	364,596.84
	6/30/81	6,015.85	6,015.85	-0-	364,596.84
	12/31/81	6,015.85	6,015.85	-0-	364,596.84
	6/30/82	6,015.85	6,015.85	-0-	364,596.84
	12/31/82	6,015.85	6,015.85	-0-	364,596.84
	6/30/83	6,015.85	6,015.85	-0-	364,596.84
	12/31/83	6,015.85	6,015.85	-0-	
1	6/30/84	36,398.92	6,015.85	30,383.07	334,213.77
2	12/30/84	35,897.60	5,514.53	30,383.07	303,830.70
3	6/30/85	35,396.28	5,013.21	30,383.07	273,447.63
4	12/30/85	34,894.96	4,511.89	30,383.07	243,064.56
5	6/30/86	34,393.64	4,010.57	30,383.07	212,681.49
6	12/30/86	33,892.31	3,509.24	30,383.07	182,298.42
7	6/30/87	33,390.99	3,007.92	30,383.07	151,915.35
8	12/30/87	32,889.67	2,506.60	30,383.07	121,532.28
9	6/30/88	32,388.35	2,005.28	30,383.07	91,149.21
10	12/30/88	31,887.03	1,503.96	30,383.07	60,766.14
11	6/30/89	31,385.71	1,002.64	30,383.07	30,383.07
12	12/30/89	30,884.39	501.32	30,383.07	.00
	TOTAL		$78,537.61	$364,596.84	

ANNEX O

AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660T043R

Rescheduled Amount 19,637.33 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	12/31/80	94.62	94.62	-0-	19,637.33
	6/30/81	324.02	324.02	-0-	19,637.33
	12/31/81	324.02	324.02	-0-	19,637.33
	6/30/82	324.02	324.02	-0-	19,637.33
	12/31/82	324.02	324.02	-0-	19,637.33
	6/30/83	324.02	324.02	-0-	19,637.33
	12/31/83	324.02	324.02	-0-	19,637.33
1	6/30/84	1,980.46	324.02	1,636.44	18,000.89
2	12/30/84	1,933.45	297.01	1,636.44	16,364.45
3	6/30/85	1,906.45	270.01	1,636.44	14,728.01
4	12/30/85	1,879.45	243.01	1,636.44	13,091.57
5	6/30/86	1,852.45	216.01	1,636.44	11,455.13
6	12/30/86	1,825.45	189.01	1,636.44	-9,618.69
7	6/30/87	1,798.45	162.01	1,636.44	8,182.25
8	12/30/87	1,771.45	135.01	1,636.44	6,545.81
9	6/30/88	1,744.45	108.01	1,636.44	4,909.37
10	12/30/88	1,717.44	81.00	1,636.44	3,272.93
11	6/30/89	1,690.44	54.00	1,636.44	1,636.49
12	12/30/89	1,663.49	27.00	1,636.49	.00
TOTAL			$4,144.84	$19,637.33	

Zaire 660-HG-001 - CNECI

Computation of Payments to be Made by GOZ for "Consolidation Period"

July 1, 1980 to December 31, 1980

Consolidated Debt: 90%
Balance: $499,972.60
90%: $449,975.34
Rate of Interest: 3.6875% semi-annual
Amortization Starts: 6/30/84
Number of Payments: 12 semi-annual
Payment: $37,497.95

Date	Payments by GOZ Total	Interest	Principal	Balance Due AID
				$449,975.34
06/30/81	$ 16,592.84	$ 16,592.84	$ -	449,975.34
12/31/81	16,592.84	16,592.84	-	449,975.34
06/30/82	16,592.84	16,592.84	-	449,975.34
12/31/82	16,592.84	16,592.84	-	449,975.34
06/30/83	16,592.84	16,592.84	-	449,975.34
12/31/83	16,592.84	16,592.84	-	449,975.34
06/30/84	54,090.79	16,592.84	37,497.95	412,477.39
12/31/84	52,708.05	15,210.10	37,497.95	374,979.44
06/30/85	51,325.32	13,827.37	37,497.95	337,481.49
12/31/85	49,942.58	12,444.63	37,497.95	299,983.54
06/30/86	48,559.64	11,061.69	37,497.95	262,485.59
12/31/86	47,177.11	9,679.16	37,497.95	224,987.64
06/30/87	45,794.37	8,296.42	37,497.95	187,489.69
12/31/87	44,411.63	6,913.68	37,497.95	149,991.74
06/30/88	43,028.90	5,530.95	37,497.95	112,493.79
12/31/88	41,646.16	4,148.21	37,497.95	74,995.84
06/30/89	40,263.42	2,765.47	37,497.95	37,497.89
12/31/89	38,880.62	1,382.73	37,497.89	-0-
	$657,385.63	$207,410.29	$449,975.34	

TIAS 10141

Zaire 660-HG-001 - CNECI

Computation of Interest Due AID for "Consolidation Period"

July 1, 1980 to December 31, 1980

Installment Date	Amount Due	Interest Period	Interest Amount
07/01/80	$243,258.68	6 mos.	$8,970.16
10/01/80	243,258.68	3 mos.	4,485.08
	$486,517.36		$13,455.24

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660K034R

RESCHEDULED AMOUNT 450,199.83 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DUE DATE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$122,088.36	$9,538.40	$112,549.96	$337,649.87
*	12/31/80	,571.22	5,571.22	- 0 -	337,649.87
2	6/30/81	118,121.18	5,571.22	112,549.96	225,099.91
*	12/31/81	3,714.15	3,714.15	- 0 -	225,099.91
3	6/30/82	116,264.11	3,714.15	112,549.96	112,549.95
*	12/31/82	1,857.07	1,857.07	- 0 -	112,549.95
4	6/30/83	114,407.03	1,857.07	112,549.95	- 0 -
TOTAL			$31,823.28	$450,199.83	

TIAS 10141

ANNEX R

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660H036R

RESCHEDULED AMOUNT 81,021.52 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$21,599.98	$1,344.60	$20,255.38	$60,766.14
*	12/31/80	1,002.64	1,002.64	- 0 -	60,766.14
2	6/30/81	21,258.02	1,002.64	20,255.38	40,510.76
*	12/31/81	668.43	668.43	- 0 -	40,510.76
3	6/30/82	20,923.81	668.43	20,255.38	20,255.38
*	12/31/82	334.21	334.21	- 0 -	20,255.38
4	6/30/83	20,589.59	334.21	20,255.38	- 0 -
TOTAL			$5,355.16	$81,021.52	

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660T038R

RESCHEDULED AMOUNT 3,377.54 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$884.46	$40.07	$ 894.39	$2,533.15
*	12/31/80	41.80	41.80	- 0 -	2,533.15
2	6/30/81	886.19	41.80	844.39	1,688.76
*	12/31/81	27.86	27.86	- 0 -	1,688.76
3	6/30/82	872.25	27.86	844.39	844.37
*	12/31/82	13.93	13.93	- 0 -	844.37
4	6/30/83	858.30	13.93	844.37	- 0 -
TOTAL			$207.25	$3,377.54	

[There is no ANNEX T.]

TIAS 10141

ANNEX U

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660K040R

RESCHEDULED AMOUNT 227,052.74 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	12/31/80	$59,619.61	$2,856.42	$56,763.19	$170,289.55
*	6/30/81	2,809.78	2,809.78	- 0 -	170,289.55
2	12/31/81	59,572.97	2,809.78	56,763.19	113,526.36
*	6/30/82	1,873.19	1,873.19	- 0 -	113,526.36
3	12/31/82	58,636.38	1,873.19	56,763.19	56,763.17
*	6/30/83	936.59	936.59	- 0 -	56,763.17
4	12/31/83	51,699.78	936.59	56,763.17	- 0 -
TOTAL			$14,095.54	$227,052.74	

ANNEX V

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660H042R

RESCHEDULED AMOUNT 40,510.76 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	12/31/80	$10,498.75	$371.06	$10,127.69	$30,383.07
*	6/30/81	501.32	501.32	- 0 -	30,383.07
2	12/31/81	10,629.01	501.32	10,127.69	20,255.38
*	6/30/82	334.21	334.21	- 0 -	20,255.38
3	12/31/82	10,461.90	334.21	10,127.69	10,127.69
*	6/30/83	167.11	167.11	- 0 -	10,127.69
4	12/30/83	10,294.80	167.11	10,127.69	- 0 -
TOTAL			$2,376.34	$40,510.76	

TIAS 10141

ANNEX W

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660T044R

RESCHEDULED AMOUNT 2,181.92 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	13/31/80	$556.00	$10.52	$545.48	$1,636.44
*	6/30/81	27.00	27.00	- 0 -	1,636.44
2	12/31/81	572.48	27.00	545.48	1,090.96
*	6/30/82	18.00	18.00	- 0 -	1,090.96
3	12/31/82	563.48	18.00	545.48	545.48
*	6/30/83	9.00	9.00	- 0 -	545.48
4	12/31/82	554.48	9.00	545.48	- 0 -
TOTAL			$118.52	$2,181.92	

Zaire 660-HG-001 - CNECI

Computation of Payments to be Made by GOZ for "Consolidation Period"

July 1, 1980 to December 31, 1980

	Payments by GOZ			Balance
	Date	Total	Interest	Principal	Due AID
Consolidated Debt: 10%					$49,997.26
Balance: $499,972.60	12/31/80	$12,499.32	-	$12,499.32	37,497.94
10% 49,997.26	06/30/81	1,382.74	$1,382.74	-	37,497.94
Rate of Interest: 3.6875% semi-annual	12/31/81	13,882.06	1,382.74	12,499.32	24,998.62
Amortization Starts: 12/31/80	06/30/82	921.82	921.82	-	24,998.62
Number of Payments: 4 annual payments	12/31/82	13,421.14	921.82	12,499.32	12,499.30
Payment: $12,499.32	06/30/83	460.91	460.91	-	12,499.30
	12/31/83	12,960.21	460.91	12,499.30	-0-
		$55,528.20	$5,530.94	$49,997.26	

TIAS 10141

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-653

10142

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NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Effected by Exchange of Letters
Signed at Mexico April 8, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at Mexico April 8, 1981;
Entered into force April 8, 1981.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

April 8, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States agrees to provide from its surplus stock of equipment two used Bell UH-1B helicopters, with the understanding that they are to be used in the training of Aero Services personnel in aircraft maintenance, and will not be employed in flight operations.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to express to you the assurances of my highest consideration and personal esteem.

Stephen H. Rogers
Chargé d'Affaires, a.i.

3

The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G. - 1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 8 de abril de 1981.

SR. STEPHEN H. ROGERS,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y para la interceptación de estupefacientes.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar, de sus existencias excedentes, dos Bell UH-1B helicópteros usados con el propósito de que estos aviones se utilicen en el entrenamiento de personal de Servicios Aéreos en el mantenimiento de helicópteros, y que no sean utilizados en operaciones de vuelo.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este acuerdo a menos de que se modifique expresamente aquí.

TOS

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TGN

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., April 8, 1981

Mr. Stephen H. Rogers
Charge d'Affaires ad interim
Embassy of the United States of America
Mexico, D.F.

Sir:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-854

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10143

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TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreements Between the
UNITED STATES OF AMERICA
and INDIA

Amending the Agreement of
December 30, 1977, as Amended

Effected by Exchange of Letters
Signed at Washington April 22 and 23, 1981

and

Exchange of Letters
Dated at Washington June 2 and 11, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

INDIA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 30, 1977, as amended.
Effected by exchange of letters
Signed at Washington April 22 and 23, 1981;
Entered into force April 23, 1981.
And exchange of letters
Dated at Washington June 2 and 11, 1981;
Entered into force June 11, 1981.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister of Commerce and Supply

DEPARTMENT OF STATE
Washington, D.C. 20520

APR 22 1981

Mr. R.K. Jerath
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Jerath:

I refer to paragraph 6 of the Agreement between the United States and India relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 30, 1977, as amended [1] ("the Agreement"), and to our conversations concerning exports from India to the U.S. of products classified in textile categories 335, 342, 351, 359 and 641.

On behalf of my Government, I have the honor to propose that the consultation levels for the 1981 Agreement Year for categories 335, 342, 351, 359, and 641 be increased as follows:

Category	Increase	1981 Level
335	500,000 SYE	1,200,000 SYE
342	800,000 SYE	1,500,000 SYE
351	300,000 SYE	1,000,000 SYE
359	800,000 SYE	1,500,000 SYE
641	800,000 SYE	1,500,000 SYE

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Business and
Economic Affairs

---

[1] TIAS 9036, 9232, 9578, 9663, 9764, 9913; 29 UST 3679; 30 UST 983, 7198; 31 UST 5132; 32 UST.

The Indian Minister of Commerce and Supply to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF INDIA
WASHINGTON, D. C. 20008

No. COM/105/2/81

April 23,1981

Mr. Harry Kopp,
Deputy Assistant Secretary
for Trade and Commercial Affairs,
Bureau of Business and Economic Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Kopp,

I am writing with reference to your letter of April 22nd,1981 proposing that the consultation levels for the 1981 Agreement Year for categories 335, 342, 351, 359 and 641 be increased as follows:-

Category	Increase	1981 Level
335	500,000 SYE	1,200,000 SYE
342	800,000 SYE	1,500,000 SYE
351	300,000 SYE	1,000,000 SYE
359	800,000 SYE	1,500,000 SYE
641	800,000 SYE	1,500,000 SYE

On behalf of my Government, I have the honour to accept the proposal without prejudice to our right to ask for further increases in the consultation levels under these categories should the need arise. Your letter and my response would constitute an amendment to the Indo-US Textile Agreement.

Yours sincerely,

(R.K. Jerath)
Minister (Commerce & Supply)

The Indian Embassy to the Department of State

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE 265-5200

No.COM/105/2/81

June 2nd, 1981

The Embassy of India in the United States presents its compliments to the U.S. Department of State and has the honour to refer to the Agreement relating to Trade in Cotton, Wool and Manmade Fibre Textiles and Textile Products between India and the United States effected by exchange of notes on December 30, 1977, as amended.

In accordance with the provisions of paragraph 6 of the Agreement, Government of India wishes to export to the United States textile products in excess of the applicable consultation level under category 666 (other furnishings of man-made fibre). The Embassy has, therefore, the honour to request the Government of the United States to increase the consultation level under category 666 from two million SYE to eight million SYE for the agreement period running from January 1 to December 31,1981.

The Embassy of India avails itself of this opportunity to renew to the U.S. Department of State the assurances of its highest consideration.

EMBASSY OF INDIA
WASHINGTON D.C.

U.S. Department of State,
Washington D.C.

Copy to: 1. U.S. Trade Representative Office, Washington D.C.

2. Textile Division, U.S. Department of Commerce,Washington D.C.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Commercial Attache

DEPARTMENT OF STATE

Washington, D.C. 20520

June 11, 1981

Mr. V. S. Mehta
Attache (Commerce)
Embassy of India
2536 Massachusetts Ave., N.W.,
Washington, D.C. 20008

Dear Mr. Mehta:

I refer to paragraph 6 of the Agreement between the United States and India relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 30, 1977, as amended ("the Agreement"), and to your letter of June 2, 1981, in which you request on behalf of the Government of India that the consultation level for category 666 be increased to a level of eight million SYE for the 1981 Agreement Year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Business and
Economic Affairs

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-855

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MILITARY ASSISTANCE

Defense Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY

Amending the Agreement of
August 15 and 31, 1979

Effected by Exchange of Notes
Signed at Ankara April 13 and May 27, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

TURKEY

Military Assistance: Defense Articles and Services

Agreement amending the agreement of August 15 and 31, 1979.
Effected by exchange of notes
Signed at Ankara April 13 and May 27, 1981;
Entered into force May 27, 1981.

The American Ambassador to the Turkish Minister of Foreign Affairs

No. 151

April 13, 1981

Excellency,

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the Agreement Relating to the United States Military Assistance Program, effected by an exchange of notes signed at Ankara on August 15 and 31, 1979,[1] and the recent changes in United States law increasing by two years the period within which the United States may make deliveries of defense articles and defense services to Turkey under its Military Assistance Program as authorized in prior United States fiscal years.

In accordance with the foregoing, I have the honor to suggest that the aforementioned agreement be amended in Paragraph 4 thereof by the substitution of "1982" for "1980" in each place that the latter appears.

If the foregoing is acceptable to the Government of Turkey, I have the further honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Turkey of the proposed amendment, shall constitute an Agreement between our two Governments on the subject, effective from the date of Your Excellency's note in reply.

---

[1] TIAS 9588; 30 UST 7299.

Accept, Excellency, the renewed assurance of my highest consideration

James W. Spain

James W. Spain
Ambassador

His Excellency
Ilter Turkmen
Minister of Foreign Affairs
of the Republic of Turkey
Ankara

The Turkish Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

MAY 29 1981

No: 2635

Ankara, 27 May 1981

Excellency,

I have the honour to refer to Your Note of April 13, 1981, No. 151, the contents of which are as follows:

"Excellency,

I have the honour to refer to the recent discussions between representatives of our two Governments concerning the Agreement Relating to the United States Military Assistance Program, effected by an exchange of notes signed at Ankara on August 15 and 31, 1979, and the recent changes in United States law increasing by two years the period within which the United States may make deliveries of defense articles and defense services to Turkey under its Military Assistance Program as authorized in prior United States fiscal years.

In accordance with the foregoing, I have the honor to suggest that the aforementioned agreement be amended in Paragraph 4 thereof by the substitution of "1982" for "1980" in each place that the latter appears.

If the foregoing is acceptable to the Government of Turkey, I have the further honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Turkey of the proposed amendment, shall constitute an Agreement between our two Governments on the subject, effective from the date of Your Excellency's note in reply.

His Excellency
Mr. James W. SPAIN
Ambassador of the United States of America
ANKARA

Accept, Excellency, the renewed assurance of my highest consideration.

James W. SPAIN
Ambassador

His Excellency
İlter TÜRKMEN
Minister of Foreign Affairs
of the Republic of Turkey
Ankara "

I have the honour to inform you that the Turkish Government agrees with the contents of your Note and that the Government of the Republic of Turkey considers Your Excellency's Note and the present reply thereto as constituting an Agreement between our Governments.

Please accept, Excellency, the assurances of my highest consideration.

İlter TÜRKMEN
Minister of Foreign Affairs

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CULTURAL RELATIONS

Korean-American Cultural Exchange Committee

Agreement Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Effected by Exchange of Notes
Signed at Seoul April 17, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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REPUBLIC OF KOREA

Cultural Relations: Korean-American Cultural Exchange Committee

Agreement effected by exchange of notes
Signed at Seoul April 17, 1981;
Entered into force April 17, 1981.

The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF KOREA

Seoul, April 17, 1981

Excellency,

I have the honour to propose to Your Excellency that the Korean-American Cultural Exchange Committee be established as set forth below in accordance with the purport of Paragraph 11 of the Joint Communique[1] between His Excellency Chun Doo Hwan, President of the Republic of Korea and the Honorable Ronald Reagan, President of the United States of America, which was released on February 2, 1981 when the former made an official visit to Washington, D.C. from February 1 to 3, 1981.

1. The Committee shall be composed of delegations of the Republic of Korea and the United States of America. Each delegation shall be comprised of from five to nine members from both governmental and non-governmental organizations.

His Excellency
William H. Gleysteen, Jr.
American Ambassador

[1] *Department of State Bulletin*, Mar., 1981, p. 15.

2. Regular meetings of the Committee shall be convened in the Republic of Korea and the United States of America alternately each year for the first two years. Thereafter the timing of regular meetings shall be subject to review. Special meetings may be convened if the two sides so agree. A quorum for the meeting shall be five members from each side.

3. The Committee shall review existing cultural relations, suggest ways and means to expand such relations, recommend new initiatives in cultural activities and discuss other related matters.

4. The meeting of the Committee shall be chaired by the leader of the delegation in whose country the meeting is held. Each delegation shall be led by a senior government official.

5. Travel expenses and per diem for the visiting delegation shall be borne by the visiting side. Other administrative expenses for the meeting shall be borne by the government of the host country.

6. If the foregoing proposal is acceptable to the Government of the United States of America, I propose that the present Note and Your Excellency's reply thereto constitute an agreement between our two governments which shall enter into force on the date of your reply and shall remain in force until six months after either government shall have given notice in writing of its desire to terminate the agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Shinyong Lho [1]
Minister of Foreign Affairs

[1] Shinyong Lho.

5

The American Ambassador to the Korean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Seoul, April 17, 1981

No. 118

Excellency:

I have the honor to acknowledge receipt of your Excellency's Note of April 17, 1981, in which the establishment of the Korean-American Cultural Exchange Committee is proposed in accordance with paragraph 11 of the Joint Communique between His Excellency Chun Doo Hwan, President of the Republic of Korea, and the Honorable Ronald Reagan, President of the United States of America, which was released on February 2, 1981.

This proposal is acceptable to the Government of the United States of America. Your Note and this reply constitute an agreement between our two governments to enter into force this day and remain in force until six months after either government shall have given notice in writing of its desire to terminate the agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Wm. Gleysteen [1]

His Excellency
Shinyong Lho,
Minister of Foreign Affairs,
Republic of Korea,
Seoul.

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[1] William Gleysteen.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—92-951

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and TANZANIA

Signed at Dar es Salaam May 5, 1981

with

Minutes of Negotiation

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

TANZANIA

Agricultural Commodities

Agreement signed at Dar es Salaam May 5, 1981;
Entered into force May 5, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
FOR THE SALES OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM.

The Government of the United States of America and the Government of the United Republic of Tanzania agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed June 15, 1976,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dols)
Corn	1981	50,400	7.5
Total			7.5

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

A. Initial Payment - None

B. Currency Use Payment-10 percent for Section 104(A) Purposes.

C. Number of Installment Payments - Thirty-one (31)

D. Amount of each installment payment - approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years from the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Feedgrains	1981	None

Item IV. Export Limitations:

A. The export limitation period shall be United States Fiscal Year 1981 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8310; 27 UST 2314.

B. For the purpose of Part I, Article III(A) (4) of the Agreement, the commodities which may not be exported are for feedgrains - corn/sorghum, cornmeal, barley, oats, and rye including mixed feed containing such grains.

Item V. Self-Help Measures:

A. The Government of the Importing Country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Tanzania agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Food Security:

A. Increase number of food storage facilities at the village and district levels by 25,000 MT.

Finance local construction costs for these facilities.

Provide for grain storage management, pest control, and complementary training. This program should be designed to support and strengthen GOT'S decentralization policies with respect to food storage management.

2. Agricultural Data:

A. Strengthen the national agricultural statistics and farm management data collection and analysis capability. Consideration should be given to the development of a methodology for collection of basic crop data and other socio-economic data to provide an analytical base for the development of agricultural projects and policies. This data can also provide input for small farmer decision-making (i.e. with respect to cropping systems). The USDA, other Title XII institutions, consulting firms, or international organizations may be approached for technical assistance, as required through use of PL 480 Generated Funds.

B. Develop a solid information base on consumer demand parameters in order to better plan agricultural and food strategies. Of particular importance is the responsiveness of rural and urban consumers to income and price changes for major drought resistant and other staple crops. This information can be obtained by continuing analysis of the household consumption survey of 1976/77.

3. Agricultural Production and Processing:

Rehabilitate oilseed processing capability for domestic vegetable oil production by utilizing local currency to upgrade existing oilseed processing machinery.

4. Training and Institution Building:

Expand training facilities and outreach capabilities of agricultural and rural development training institutions in Tanzania's high production potential regions.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to Be Used:

A. The proceeds accruing to the Importing Country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sectors: Agriculture and Rural Development in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose have signed the present Agreement. Done at Dar es Salaam, in duplicate, this 5th day of May 1981.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Richard N. Viets
U.S. Ambassador to Tanzania

FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA

Fulgence M. Kazaura
Principal Secretary
Ministry of Finance

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED
PL 480 TITLE I FY 1981 SALES AGREEMENT

Date

April 30, 1981 at 1400 hours

Place

Ministry of Finance
Dar es Salaam, Tanzania

Attending

Mr. M.T. Kibwana, Director for External Finance, Ministry of Finance

Mr. A.I. Muneni, Senior Financial Management Officer, Ministry of Finance

Mr. D.N. Kagazi, Senior Financial Management Officer, Ministry of Finance

Ms. P.W. Malisa, Financial Officer (Legal), Ministry of Finance

Mr. Vincent Mrisho, Director of Agricultural Planning, Ministry of Agriculture

Mr. B. Katani, Planning Officer, Ministry of Agriculture

Mr. James E. Williams, Director, U.S.A.I.D.

Mr. Barry M. Riley, Assistant Director, U.S.A.I.D.

Mr. Peter W. Shirk, Food for Peace Officer, U.S.A.I.D.

The purpose of the meeting was to conduct negotiations between representatives of the Government of the United Republic of Tanzania (Tanzania) and representatives of the Government of the United States of America (United States) for a U.S. FY 1981 maize (corn) sales agreement for $7,500,000 under the U.S. Government Public Law 480 Title I Program. The following points were discussed.

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1. The United States negotiating team explained that:

   A. The export market value of U.S. $7,500,000 may not be exceeded. If the commodity prices increase, the approximate maximum quantity of corn to be financed under the agreement will be less than that (50,400 MT) indicated in Part II of the agreement. However, should prices be lower at the time of purchase, the entire export market value of U.S. $7,500,000 may be utilized.

   B. Measures should be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the U.S. Commercial Banks previously named by the GOT, as soon as commodities are purchased and ocean freight booked.

   The Government of Tanzania should also open letters of credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. Dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking noted.

   Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ocean freight are not available at time of loading. This can result

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in costly claims for account of GOT by vessel owners (demurrage) and by Commodity Suppliers (carrying charges).

C. Where the ocean freight contract provides for demurrage and despatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

D. Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must be consistent with open, competitive and responsive bid procedures.

E. The terms of all IFBs including those for ocean freight must be approved by the General Sales Manager, Foreign Agricultural Services, U.S. Department of Agriculture.

F. If the Government of Tanzania nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tanzania must notify the General Sales Manager, Foreign Agricultural

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Service, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service, USDA.

G. Arrangements should be made by the appropriate authorities to relay to its Washington Embassy all instructions, information, and authority necessary to ensure timely implementation of the agreement, including:

(1) Commodity specifications;

(2) Contracting and delivery schedules;

(3) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for ocean freight).

(4) Instructions necessary for purchasing commodities and contracting for freight.

(5) Instructions to contact for further assistance in implementing agreements:

Program Operations Division - Export Credits
Foreign Agricultural Services
U.S. Department of Agriculture
Telephone (202) 447-5780

2. The U.S. negotiating team explained that:

Under current regulatory and legislative requirements commodities will be made available under the agreement only after the Secretary of Agriculture has determined that (a) adequate storage facilities

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are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

3. The United States negotiating team explained that: The currency use payment (CUP) payable under the FY 1980 PL 480 Title I Program had not been made nor had official notification been received confirming deposit into a special account of locally generated sales proceeds as specified in the minutes to the FY 1980 PL 480 Title I Sales Agreement. The United States negotiating team reiterated that compliance with these two provisions of the FY 1980 Agreement were prerequisite to signing the FY 1981 Agreement.

4. The Tanzanian negotiating team has provided the actual receiving, storage, and distribution points and channels for the PL 480 corn under this agreement. Prices to the consumer are fixed, publicly posted, and are independent of landed costs to the recipient government. The objective of the Government of Tanzania is to provide an adequate supply of corn (which is the major staple in Tanzania) to the population at reasonable prices within the range of the lowest income group. The Government of Tanzania is responsible for the import, distribution, and storage of corn under

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under this agreement. Distribution is made to the consumer via established distribution institutions such as Regional Trading Companies (RTC) and National Distributors Ltd. (NDL) and official district distribution agencies before reaching retailers.

The Government of Tanzania assures adherence to established price and distribution procedures and confirms that there has been no movement of PL 480 commodities outside normal distribution and marketing channels. If such irregularities are detected in the future, appropriate action will be taken against offenders as prescribed under the laws of Tanzania.

5. The United States negotiating team explained that reporting, specifically compliance, shipping and arrival information (ADP) sheets, self-help, is an important and integral part of the PL 480 Title I program and is included in the standard provisions of the agreement. The United States team stressed the importance of timely submission of compliance reports which are due quarterly starting with the supply period of the agreement, and timely reporting of self-help measures. Reports of self-help measures are due in the U.S. Mission by 15 November, and in Washington by 15 December.

The Tanzanian negotiating team acknowledged the reporting requirements, their importance, and agreed that operational positions within appropriate Tanzanian Government institutions would be designated

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and assigned responsibility for issuing required reports. It is agreed that the following organizations, departments, and positions shall have responsibility for implementing actions and/or reporting as designated below:

(a) Special Account-Establishment, administration, and reporting:

Ministry of Finance	External Finance	Commissioner
Organization	Department	Position

(b) Reporting-Compliance (quarterly), shipping and arrival information (ADP) sheets;

National Milling Corporation	Procurement and Storage Dept.	Director
Organization	Department	Position

(c) Reporting on Self-Help and Use of Sales Proceeds.

Ministry of Agriculture	Agricultural Planning	Director
Organization	Department	Position

6. Self-Help

The Tanzanian negotiating team explained that the Ministry of Agriculture which has the responsibility for self-help reporting has experienced difficulty in implementing and reporting on village level self-help activities, as they are under the jurisdiction of regional and district administration rather than central government entities. It was agreed that district level storage facilities which directly benefit village

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level producers would be emphasized in accordance with Tanzanian Government development plans. The negotiating teams reviewed the self-help measures and discussed proposed increases in storage facilities and benchmarks for rehabilitating oilseed processing and expanding the number of trained agricultural personnel. The following time frame and benchmarks were agreed upon (the Tanzanian negotiating team explained that estimates of construction time requirements were subject to availability of building materials):

a. Storage

Increase storage facilities under 24 months construction program by 25,000 MT:

Location	Capacity (MT)	Begin Construction
Kipawa	10,000	FY 1981
Gairo	5,000	FY 1982
Babati	10,000	FY 1982

b. Agriculture Data

Begin in FY 1981 four-year program to strengthen agricultural statistics and farm managment data collection and analysis capability.

c. Agricultural Production and Processing

In FY 1981 begin rehabilitation of seed ginning facilities at: Duthumi, Manonga, Korogwe, and Mwaya.

Install equipment for oil refineries at: Shinyanga, Nyambiti, and Malampaka.

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Approved by:

d. Training and Institution Building

In FY 1981 (or as soon as funds are available) begin construction of classroom, dormitory, laboratory, and eight staff houses at the Ministry of Agriculture Training Institute at Mtwara.

7. Special Account - The Government of Tanzania agreeds to establish a special account in which it will deposit the local currency in an amount not less than the equivalent to the Dollar disbursements by the Commodity Credit Corporation (CCC) to the U.S. supplier. The local currency is to be deposited into the account no later than six months after CCC disbursement. The local currency deposited will be jointly budgeted and programmed by the Ministry of Agriculture on behalf of the Government of Tanzania and USAID/Tanzania on behalf of the USG and would be expended for purposes set forth in items V and VI of this agreement.

8. The Tanzanian negotiating team stated their preference that the grade of commodity to be procured under this agreement be number 2, U.S. corn.

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10148

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10148

HEALTH

Technical Cooperation

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and KUWAIT

Signed at Geneva May 8, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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KUWAIT

Health: Technical Cooperation

Memorandum of agreement signed at Geneva May 8, 1981;
Entered into force May 8, 1981.

Memorandum of Agreement Between the
Department of Health and Human Services of the United States of America
and the Ministry of Public Health of the State of Kuwait
for the United States-Kuwait Technical Cooperation Program in Health

The Department of Health and Human Services of the Government of the United States of America and the Ministry of Public Health of the Government of Kuwait,

Recognizing mutual interests in the promotion of health and the prevention and control of disease:

Noting the importance of health in the development of strong and vigorous national economies;

Realizing the advantages of international cooperation in advancing knowledge and in resolving common problems in health for the benefit of all mankind;

Desiring to develop better communication and understanding between the health communities in both countries;

Desiring to establish a bilateral mechanism for the provision of technical cooperation in health between the two countries;

Have agreed as follows:

ARTICLE I

General Purpose

1. The Ministry of Public Health, State of Kuwait, has determined it wishes to obtain technical assistance in health from the United States through establishment of a formal agreement between

the two governments for the provision of that assistance on a reimbursable basis.

2. The Department of Health and Human Services has agreed to assist the Ministry of Public Health in this endeavor by identifying appropriate technical assistance resources and facilitating their delivery.

ARTICLE II

Methods of Provision of Technical Assistance

1. Appropriate personnel from within the Department of Health and Human Services will be made available to conduct mutually agreed upon short-term technical assistance activities in health for the State of Kuwait.

2. As appropriate, the principal sources of technical assistance will be from U.S. academic and other non-U.S. Government organizations. The Department of Health and Human Services will facilitate the utilization of these resources for the provision of technical assistance for Kuwait as a supplement to its own technical assistance services, as necessary.

3. Persons or agencies selected to work on individual projects under the agreement shall be mutually agreed upon by the Department of Health and Human Services and the Ministry of Public Health.

ARTICLE III

Areas of Technical Assistance

The scope of the agreement is to provide technical assistance from the Department of Health and Human Services to strengthen health services in general, and to implement the National Health Plan of Kuwait in particular, as may be mutually agreed upon by both parties.

The following examples are areas of cooperation that may be carried out under this agreement:

1. Assisting in health manpower development in Kuwait by:
   - 1.1 Facilitating opportunities for Kuwaiti candidates who are sent by the Government to undertake basic, post-graduate, and continuing health sciences education at various institutions in the United States.
   - 1.2 Enhancing cooperation between Kuwait and the United States medical specialty boards, in particular for development of postgraduate education programs in Kuwait.
   - 1.3 Facilitating the conducting of local non-degree training courses for health personnel in Kuwait.

2. Strengthening health care delivery in Kuwait by:
   - 2.1 Assisting in the establishment of relationships, including clinical and technical attachments, between hospitals and other institutions in the United States and their counterparts in Kuwait.

2.2 Continuation of the existing relationships between the Centers for Disease Control and Kuwait in the field of epidemiology, disease control, and training.

2.3 Providing technical assistance in the development and implementation of a national emergency medical care system for Kuwait.

2.4 Facilitating technical cooperation for quality control programs in Kuwaiti hospitals and ambulatory care centers with concerned agencies such as the Joint Commission on Accreditation of Hospitals, and selected Professional Standard Review Organizations, and Health Systems Agencies.

2.5 Establishing technical cooperation between Kuwait and the National Institutes of Health, particularly in the areas of providing experts, research, training, and information systems.

3. Strengthening of the management of health services in Kuwait by providing technical assistance in health planning, health services research, health statistics and health information systems (including household and health examination surveys) through the National Centers for Health Services Research, National Center of Health Statistics, and other appropriate agencies and institutions.

ARTICLE IV

Organization of Technical Assistance

1. Each party to this agreement will establish a Higher Committee for the United States-Kuwait Health Cooperation Program, with each committee having an equal number of members. The two committees together shall constitute the Joint United States-Kuwait Higher Committee for Health Cooperation. Each Committee and the Joint Committee shall meet as appropriate.

2. The U.S. Higher Committee shall be chaired by the Assistant Secretary for Health, Department of Health and Human Services of the United States of America, and the Kuwait Higher Committee shall be chaired by the Undersecretary of the Ministry of Public Health, State of Kuwait, or officials designated by them. Decisions of each Higher Committee shall be the responsibility of the respective Chairman and other members of both Higher Committees shall serve in an advisory capacity.

3. Each Higher Committee shall have a program coordinator designated by the respective Chairman.

4. Each Higher Committee and, when appropriate, the Joint United States-Kuwait Higher Committee for Health Cooperation, shall be responsible for:

A. Establishing mutually agreed upon policies and procedures for implementation of activities under this Agreement.

B. Determining the technical assistance activities to be implemented and selecting the individuals and organizations to carry out these activities.

C. Reviewing and evaluating the effectiveness of the technical assistance activities conducted under this agreement.

ARTICLE V

Financing and Project Implementation

1. Technical assistance provided through this Agreement shall be on a reimbursable basis.

2. Each technical assistance project proposed shall have a separate agreement for the services to be provided, subject to the general provisions of this agreement. The Ministry of Public Health agrees to reimburse the costs of staff of the Department of Health and Human Services and to pay the professional time charges for all extramural personnel performing under these individual agreements in Kuwait and in the United States. In addition, the Ministry of Public Health will reimburse at cost all associated project expenses in the United States and provide air travel and full accommodation, transportation, and a per diem expense allowance in Kuwait for each person performing on site in Kuwait.

3. The Department of Health and Human Services will appoint a project officer for each project carried out under the agreement, whether the project work is performed by staff of the Department or through extramural resources. Work performed by a project officer shall be on a reimbursable basis.

4. Invoices for technical services provided under this agreement shall be submitted by the Department of Health and Human Services to the Ministry of Public Health. Such invoices shall be paid by the Ministry of Public Health of Kuwait within 60 days of receipt of such invoices.

5. An annual accounting of expenditures and budgets for individual projects conducted under this agreement shall be provided to both parties.

6. Commitment of resources under the agreement or subsequent individual project agreements shall be made only by mutual agreement of both parties.

Entry into Force, Duration and Termination

This agreement shall enter into force upon the date of signature and shall remain in force for five years, unless terminated earlier

by either Party upon two month's written notice to the other Party. It may be extended or modified by mutual agreement of the two parties.

Executed on May 8, 1981.

Edward N. Brandt Jr. [1]
For the Department of Health and Human Services
United States of America

A. Awadi [2]
For the Ministry of Public Health
State of Kuwait

[1] Edward N. Brandt.
[2] A. Awadi.

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10150

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CULTURAL RELATIONS

Exchanges for 1981–1982

Agreement Between the
UNITED STATES OF AMERICA
and the SOCIALIST REPUBLIC
OF ROMANIA

Signed at Bucharest May 21, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations: Exchanges for 1981–1982

Agreement signed at Bucharest May 21, 1981;
Entered into force May 21, 1981;
Effective January 1, 1981.

PROGRAM OF COOPERATION AND EXCHANGES

between the Government of the United States of America and the Government of the Socialist Republic of Romania in Educational, Cultural, Scientific, Technological and other fields for the years 1981 and 1982

In order to carry out the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Cooperation and Exchanges in the Cultural, Educational, Scientific and Technological Fields signed in Bucharest on December 13, 1974, and renewed for an additional five-year period in December, 1979,[1] and in the spirit of the Final Act of the Conference on Security and Cooperation in Europe, the Parties will make every effort to carry out the following Program for the years 1981 and 1982.

ARTICLE I: EDUCATION

1. The Parties will exchange annually:

a) graduate students or research scholars, up to a total of twenty participants from each side, for periods of three to ten months, up to a total of 100 participant-months on each side;

b) up to ten university lecturers from each side for periods of up to ten months for each participant in the language, literature, history, and civilization of the sending side or in other mutually acceptable fields;

c) up to six scholarly researchers, specialists or officials in the field of education or in other mutually acceptable fields, for visits of up to 30 days, for documentation, consultation and exchange of experience.

2. Nominations under Paragraphs 1. (a), (b) and (c) above may be in all fields, but the Parties will give special consideration to American and Romanian studies and will make every effort to achieve a balance between the pure and applied sciences, and the social sciences and humanities.

3. The Parties will encourage direct cooperation and the conclusion of arrangements between institutions of higher education and research, exchanges of persons, information, publications and materials in fields of specialization. Funding for these exchanges is to be determined according to the procedures in effect on each side.

[1] TIAS 8006, 9307; 26 UST 31; 30 UST 1965.

4. The Parties will facilitate private educational exchanges of university lecturers, instructors and specialists including those in the social and political sciences, research scholars and students, for documentation, lecturing and exchange of experience. The arrangements and financial terms of such private exchanges will be determined directly by the participating institutions or organizations.

5. The Parties will facilitate the organizing of one bilateral symposium annually, proposals for which will be made through diplomatic channels. Such symposia may be in the fields of history, literature, culture and civilization, or in other fields. Four to six specialists from each country may participate for periods up to ten days.

6. The Parties will encourage exchanges between university libraries and other scholarly research centers of books, publications and documentary materials in the field of education.

7. The Parties will cooperate in the field of education by encouraging:

a) the exchange of information, textbooks, atlases, encyclopedias, reference books, and other documentary materials on the geography, history, economy and society of their respective countries for the purpose of developing mutual understanding and to improve the presentation and knowledge of each country in the other;

b) the exchange of articles for publication, specialized studies, books, periodicals, university textbooks, teaching plans and programs, as well as documentary materials, regarding the structure, content and organization of education in their countries;

c) the exchange of information on scholarly events in the field of education and instruction taking place in their countries with international participation.

8. The Parties will encourage mutual participation of students at all levels in scholarly, cultural, artistic, sports and touristic events organized in their countries. The arrangements and financial terms of such exchanges will be determined directly by the participating institutions or organizations.

ARTICLE II: SCIENCE, TECHNOLOGY AND HEALTH

1. In order to carry out the provisions of Article III of the above mentioned Agreement, the Parties agree to take all appropriate measures to achieve the fulfillment of the following existing understandings and agreements:

a) The Memorandum of Understanding of September 20, 1971 between the Atomic Energy Commission of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania, as extended by the letter of the Commission dated November 13, 1973 and the note of the Socialist Republic of Romania dated March 27, 1973. The Memorandum of Understanding will remain in force under the jurisdiction of the Department of Energy of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania;

b) The Memorandum of Understanding Regarding Scientific Cooperation of November 1, 1969 between the National Academy of Sciences of the United States of America and the Academy of the Socialist Republic of Romania;

c) The Memorandum of Understanding of November 1, 1971 on Transportation Research Cooperation between the Department of Transportation of the United States of America and the Ministry of Transportation and Telecommunications of the Socialist Republic of Romania. During the period of validity of this Program, the Parties will exchange delegations of specialists in scientific areas of mutual interest under conditions to be agreed upon;

d) The Memorandum of Understanding dated February 27, 1979,[1] between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania;

e) The Agreement for Exchanges of Professors, Scholars, and Researchers between the International Research and Exchanges Board of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania of June 22, 1973;

f) The Understanding between the Department of Health and Human Services (DHHS) of the United States of America, and the Ministry of Health of the Socialist Republic of Romania, contained in the DHHS's letters of December 14, 1972 and January 15, 1974, and the Ministry of Health's letters of March 22, 1973 and January 29, 1974.

[1] TIAS 9731; 32 UST.

2. In connection with Paragraph 1 (f) above, the DHHS and the Ministry of Health will provide for the exchange of specialists for professional visits (specialization and exchange of experience) for up to 24 person-months for each side annually:

a) Short-term visits shall be considered as periods of at least 30 days, except in the case of groups, which may be for 2-3 weeks;

b) Long-term visits shall be considered as periods of at least 60 days, and not to exceed 180 days.

The Parties will also facilitate:

-- the exchange of information, publications and documentation in the fields of health care and medical research;

-- the exchange of published statistical data on epidemic diseases and the general state of health of the population of the two countries; and

-- collaboration between the National Institutes of Health of the DHHS of the United States of America and the Academy of Medical Sciences through the Ministry of Health of the Socialist Republic of Romania.

Details of the specific exchanges provided for under this Paragraph, including necessary administrative arrangements, as well as any new exchanges in the field of health or change in the person-month quota, shall be agreed upon directly between the DHHS and the Ministry of Health.

ARTICLE III: CULTURE

1. The Parties will encourage the exchange of musical, dance and theatrical groups and individual artists, either on a commercial or non-commercial basis. The American side will encourage American impresarios to accept Romanian performing arts groups and individual artists for concert tours and performances in the United States. The Romanian side will encourage the Romanian Agency for Artistic Management (ARIA) to accept American performing arts groups and individual artists for performances and concert tours in the Socialist Republic of Romania.

2. The Parties will make every effort to receive annually up to seven cultural specialists in the plastic, literary, and performing arts for observation and consultations intended to expand cultural relations, as well as for lectures, where possible, on the artistic achievements, literature, culture, and civilization of the sending side. The visits may be for periods of up to thirty days each with the understanding that two of the specialists may be nominated annually for visits of up to sixty days.

3. The Parties will encourage their theater, dramatic and musical, and orchestra companies to develop direct contacts and to include, in their dramatic and musical repertories, works by playwrights and composers of the other country.

4. The Parties will encourage invitations to individual artists and representative performing arts groups, as well as theater and music specialists (performers, composers, critics) to participate in international festivals, competitions, theater, music and other artistic meetings to be held in their own countries.

5. The Parties will continue to encourage and further develop, subject to the legal requirements of each country, the exchange of books, publications and other printed, duplicated or recorded materials, between the Library of Congress and the Central State Library as well as between other libraries and research institutes of the United States and the Socialist Republic of Romania.

6. a) The Parties will continue to encourage, subject to the legal requirements of each country, including -- as necessary -- the consent of the holder of rights in any material mentioned herein, the translation and publication of scientific, scholarly, literary and other works of the authors of each country. The Parties will also encourage activities and exchanges, including co-publications and symposia, between publishers and translators of scientific, scholarly, and literary works of each country. Details of such exchanges, activities, and symposia will be proposed through diplomatic or other channels.

b) The Parties will encourage specialized journals and publications to publish articles, studies and reports related to the cultural and artistic life of the other country.

7. During the current program, the Parties will explore the possibility of organizing, on a mutual basis, one book exhibit to be shown in appropriate institutions of the other country.

8. During the period of this program, the Parties will exchange visits by two writers on each side for a period of 30 days each in order to enhance mutual understanding in the field of literature and the development of contacts between writers and their professional associations. Each Party will also facilitate the extension of invitations to writers, literary critics and historians from the other country to participate in international conferences, seminars and symposia organized in its own country on literary themes (creative writing, literary history and criticism). The American side will also invite annually one Romanian writer to participate in an international writing program to be organized in the United States.

9. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs, including lectures and symposia, to commemorate appropriate national anniversaries and celebrations of the other country.

10. The Parties agree to exchange one or two official exhibits during the period of the program. Each exhibit will be shown in centrally-located, easily accessible sites in three or four major cities including, when possible, the capital of the receiving side, for periods of three or four weeks in each city. The itinerary of the exhibit and the length of stay at each site may be modified by the agreement of both Parties. The themes of these exhibits may be in the fields of art, culture, education, history, science, or general information. The themes, dates, and itineraries of these exhibits will be proposed and determined through diplomatic channels.

During the period of this program, the American side will send to Romania the following exhibitions: the "American Museum" and the painting collection called "American Impressionists." The Romanian side, in turn, will send similar major exhibits.

The Parties will also encourage the exchange of documentary exhibits related to the history, culture, arts, and civilization of the sending side.

The exhibits of each country may also include other mutually acceptable activities such as lectures, symposia, the distribution of relevant literature, and other activities related to the theme of the exhibit. The exhibits may be accompanied by such personnel as the sending side deems necessary.

11. The Parties will encourage other exchanges of exhibitions in the fields of science, education, architecture or other mutually acceptable fields, on the basis of arrangements made directly between interested institutions or organizations of the two countries.

12. The Parties will encourage the development of contacts and exchanges of art exhibits and artists' visits between the Union of Plastic Artists of the Socialist Republic of Romania and similar organizations or art galleries in the United States on the basis of arrangements made directly by those organizations.

13. The Parties will encourage museums of the two countries to expand direct contacts and to exchange exhibits of their own collections, of catalogues, informational material, art books and photographs, subject to the legal requirements of each country. Special emphasis will be given to the exchange of data and information on the conservation and restoration of art objects.

14. The Parties will encourage the participation, with works and individual artists, in international exhibits or seminars organized in their own countries.

15. The Parties will encourage the expansion of contacts and exchanges of photography exhibitions between the Association of Photographers of the Socialist Republic of Romania and similar organizations in the United States.

16. The Parties will seek to develop contacts and cooperation leading to scholarly research in various cultural and artistic fields, by facilitating the exchange of methodology, publications, and informational material between interested institutions and persons in their countries.

17. In order to expand cooperation in the film medium, the Parties will encourage:

a) the exchange of films for direct projection or on television on a commercial basis;

b) joint production of documentary and feature films and the exchange of cinematographic services or materials;

c) the exchange of mutually acceptable documentary and scientific films;

d) the exchange of publications and information on film art, technology and distribution;

e) the development of direct relations between cinematographers associations and between film producers and directors of the two countries;

f) the participation of film specialists and showing of films at international film festivals or cinematographic meetings organized by each country;

g) the exchange of films and informational materials between the National Film Archives of the Socialist Republic of Romania and appropriate institututions in the United States of America, including the organization of retrospectives of archival films of each country; and

h) the sponsoring by appropriate organizations in each country of a film week devoted to the films of the other country. An exchange of visits of one or two film directors or artists may be arranged on such occasion.

18. The Parties will encourage the exchange of specialized informational material as well as microfilms or copies of documents (subject to payment) between the National Archives of the United States of America and the General Directorate of the State Archives of the Socialist Republic of Romania.

The Parties will, subject to the availability of funds, exchange persons for the purpose of doing archival research and gathering archival information for periods up to 90 days for each side.

ARTICLE IV: PRESS, RADIO, TELEVISION

1. The Parties will encourage exchanges of radio programs, of musical, cultural, science and feature films, as well as the exchange of specialists between American radio and television companies and Romanian radio and television.

2. The Parties will encourage and facilitate direct contacts and exchanges between appropriate press organizations of the two countries.

3. The Parties will exchange two journalists or publishers each, annually.

ARTICLE V: GOVERNMENTAL, SOCIAL, PROFESSIONAL AND CIVIC EXCHANGES

1. The Parties will encourage exchanges between governmental officials at the national level and representatives of local authorities of the two countries for contacts and consultations in the specific areas of their activities. Details will be arranged through diplomatic channels.

2. The Parties will encourage exchanges of representatives of professional and non-governmental organizations. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

3. The Parties will encourage the exchange of delegations of youth organizations in each country for visits of information and observation in order to reach a better understanding of the way of life, culture and youth activities in the other country. The Parties will also encourage tourist exchanges, on a mutual basis, between youth organizations of the two countries. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

ARTICLE VI: SPORTS

The Parties will encourage the development of non-governmental exchanges in the field of sports, and exchanges of experience and information between sports organizations and institutes of physical education and sports of the two countries. The Parties also will encourage the participation of athletes from their countries in the important international sports competitions to be held in each country. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

ARTICLE VII: GENERAL

1. The exchanges and visits provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries. Within this framework, both

Parties will promote favorable conditions for the fulfillment of these exchanges and visits in accordance with the provisions and objectives of the Agreement on Cooperation and Exchanges in the fields of Culture, Education, Science and Technology.

2. This Program does not preclude other exchanges and visits which may be arranged by interested organizations or individuals, it being understood that arrangements for additional exchanges and visits will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties agree to hold periodic meetings of their representatives to discuss the implementation of the Program. The implementation reviews will be held at times and places to be agreed upon through diplomatic channels.

4. The Program Year will begin on January 1 and end on December 31 of each year. However, for the purpose of the implementation of the provisions for the exchange of graduate students, researchers, and lecturers envisioned under paragraphs (a) and (b) Article I, Section 1, the Program Year will begin on September 1 of each year and end on August 31 of the following year. Therefore, this Program remains valid for participants under Article I (1) a and b until August 31, 1983, and, if extended pursuant to paragraph 5 below, until August 31, 1984.

5. This Program is valid from January 1, 1981, through December 31,1982. If the Parties have not negotiated a new Program Document in due time, the present Program will be extended by mutual consent for one year until December 31, 1983, and is subject to the provisions of Section 4 above.

DONE at Bucharest on May 21, 1981 in two originals in the English and Romanian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

O. Rudolph Aggrey [1]

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA

[2]

[1] O. Rudolph Aggrey.
[2] Dumitru Aniolu.

ANNEX

CONDITIONS FOR THE IMPLEMENTATION OF THE PROGRAM OF EXCHANGES FOR 1981 AND 1982

For the implementation of the exchanges and activities mentioned in the present Program of Exchanges, the Parties have agreed to the following conditions:

I. For educational exchanges under Article I, Section 1, paragraphs (a) and (b):

A. The academic year is 9-10 months in duration.

B. The sending side will bear the cost of round-trip travel of its participants between their homes and the capital of the receiving side.

C. The receiving side will:

1. provide the cost of internal round-trip transportation between the capital and the place of study;

2. provide the cost of all travel included in the program of study accepted by the receiving side for the participants under Article I, Section 1 (a) at the time the participant was approved;

3. assure adequate housing suitable for the participants and their accompanying family members;

4. provide the cost of tuition and fees for academic study and research for each participant;

5. provide an annual book allowance for participants under Article I, Section 1 (a) in the amount of 2000 lei for American participants and $300 for Romanian participants, to be paid with the first monthly stipend.

6. provide the cost of medical and hospital insurance coverage in case of serious illness or accident according to regulations and procedures in force in both countries; and

7. provide a monthly stipend to participants in the following amounts:

a) graduate students -- from $410 to $525 (depending on location) for Romanian participants; 2600 lei for American participants;

b) research scholars -- from $1200 to $1350 (depending on location) for Romanian participants; 4500 lei for American participants;

c) lecturers -- from $1200 to $1350 (depending on location) for Romanian participants; 4500 lei for American participants;

d) stipends for graduate students and research scholars will be paid according to the category in which their nominations are proposed and accepted;

e) stipend payments will begin according to procedures in effect on both sides and will be made thereafter at regular monthly intervals.

D. In order to facilitate travel within Romania by American participants and their families, the Ministry of Education of the Socialist Republic of Romania will discuss further with the Ministry of Tourism and Sport the possibility of authorizing participants and their accompanying dependents to pay for hotel accommodations at domestic rates.

E. All participants will be given access to appropriate documentation sources and to academic and scientific materials necessary to carry out the program of study and research agreed to by the receiving side at the time of acceptance and in accordance with the regulations in force in each country.

F. Spouses and/or family members may accompany or visit the participants, but their travel costs and all other costs (except as otherwise specified) will be the responsibility of the participants of the sending side.

G. The sending side will submit nominations containing personal and academic data as well as complete information on the proposed academic activity as early as possible but not later than the end of April, for the following academic year.

H. The receiving side reserves the right to determine the acceptance and placement of the candidates and will inform the sending side of its decision as early as possible but not later than May 25.

II. The Parties agree to the following conditions for visits under paragraphs I (1) c, I (5), III (2), III (8), IV (3):

A. The sending side will bear the cost of round-trip travel between the two capital cities. The receiving side will bear the cost of all internal travel for the participants necessary for the fulfillment of their approved programs.

B. For visits of up to 30 days, the two sides will provide:

--in the United States, $72 per day;
--in Romania, 150 lei per day plus hotel or other suitable accommodations.

C. For visits of 30-60 days, the two sides will provide:

--in the United States, at least $60 per day;
--in Romania, at least 130 lei per day plus hotel or other suitable accommodations.

D. The receiving side will provide short-term visitors with an allowance for cultural and educational materials of 200 lei for American participants and $110 for Romanian participants. For specialists in the performing arts (theater, music, ballet, film, etc.) the receiving side will facilitate access to cultural performances, concerts and films necessary to their programs.

E. When necessary, the receiving side will provide escort-interpreters for short-term visitors of up to 30 days.

III. The expenses required by the exchange of exhibits as mentioned in Article III, paragraph 10, will be shared as follows:

A. the sending side will pay the expenses of the international transportation of the exhibition, insurance of the exhibition, the printing of the exhibition catalogues and posters, as well as the preparation of any other support materials published in connection with the exhibit themes. The sending side will provide to the receiving side an insurance certificate to show the amount and method of insurance coverage.

B. The receiving side will provide, without cost to the sending side, the following: rent-free sites; guards for the exhibition; electricity, heat, water and such similar services necessary during the mounting, showing, dismantling, and packing of the exhibition; in cooperation with the sending side, the sending of invitations to the exhibit opening to officials and representatives of the press, radio and TV; adequate publicity for the exhibit before and during its showing; and a liaison officer to facilitate all aspects of the exhibition.

C. All costs not included in paragraph B above will be the responsibility of the sending side. At the request of the Romanian side, the U.S. side will allow the costs under this paragraph (C), including the cost of the internal transportation of the U.S. exhibit and such other services as are specifically requested by the American side, to be paid in Romania by the Romanian sponsoring organization. Upon presentation of an itemized statement listing these transportation costs and other costs for services requested, the U.S. side will reimburse the Embassy of the Socialist Republic of Romania in Washington, D.C., the dollar equivalent of this lei sum. The Parties agree that it is the intention of this arrangement that these funds remitted to the Embassy of Romania shall be used to defray the internal costs of the Romanian exhibit program in the United States.

D. If an expert accompanies the exhibit, either as curator or as exhibit director, the sending side will bear the costs of international transportation, and the receiving side will bear the costs of internal transportation, and lodging and meals for up to 14 days at each exhibition site, in accordance with the provisions of Article II (B) of the Annex unless there is a different understanding arrived at through diplomatic channels.

E. The conditions for carrying out the other exhibit exchanges (documentary and art) pursuant to Article III (10) will be settled through diplomatic channels.

F. The sending side will pay all costs for additional personnel who accompany its exhibit in the other country.

IV. The financial terms for performing arts tours are to be established either through impresarios or through diplomatic channels.

V. Both Parties will grant visas free of charge and in the most expeditious manner to participants in the Program of Cooperation and Exchanges as well as to family members who may accompany them or join them later for the approved period of the participant's stay in the other country.

VI. The Parties agree that in cases where other direct arrangements have been established between American and Romanian organizations and institutions, those other arrangements shall apply to their activities except when it is specified that exchanges will be carried out on the basis of the conditions established herein.

VII. The conditions for the implementation of the Program of Cooperation and Exchanges may be amended only by agreement between the Parties.

VIII. This Annex dealing with conditions for the implementation of the Program of Cooperation and Exchanges for the years 1981 and 1982 is an integral part of that document.

PROGRAM DE COOPERARE SI SCHIMBURI

între Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România în domeniul educaţiei, culturii, ştiinţei, tehnologiei şi în alte domenii pe anii 1981 şi 1982

In vederea punerii în aplicare a Acordului dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România,privind cooperarea şi schimburile în domeniile culturii, învăţământului, ştiinţei şi tehnologiei, semnat la Bucureşti la 13 decembrie 1974 şi reînnoit în decembrie 1979 pentru o nouă perioadă de 5 ani şi în spiritul Actului final al Conferinţei pentru securitate şi cooperare în Europa, Părţile vor depune toate eforturile pentru realizarea următorului Program pentru anii 1981 şi 1982:

ARTICOLUL I: INVATAMINT

1. Părţile vor proceda la următoarele schimburi anual:

a) absolvenţi universitari sau cercetători cu experienţă, pînă la un număr total de 20 participanţi de fiecare parte, pe perioade între 3 şi 10 luni, pînă la un total de 100 luni-persoană de fiecare parte;

b) pînă la 10 lectori universitari de fiecare parte, pe perioade de pînă la 10 luni pentru fiecare participant, pentru cursuri de limba, literatura, istoria şi civilizaţia Părţii trimiţătoare sau în alte domenii reciproc acceptabile;

c) pînă la 6 cercetători cu experienţă, specialişti sau persoane oficiale din domeniul învăţămîntului sau din alte domenii reciproc acceptabile, pentru vizite de pînă la 30 zile, pentru documentare, consultare şi schimb de experienţă.

2. Nominalizările în cadrul paragrafelor 1.a,b şi c se pot face în toate domeniile, dar Părţile vor acorda o atenţie deosebită studiilor româneşti şi americane şi vor depune toate eforturile pentru a realiza un echilibru între ştiinţele pure şi aplicate şi ştiinţele sociale şi umanistice.

3. Părţile vor încuraja colaborarea directă şi încheierea de înţelegeri între instituţii de învăţămînt superior şi cercetare, schimburile de persoane, informaţii, publicaţii şi materiale din domenii de specialitate. Cheltuielile pentru realizarea acestor schimburi vor fi stabilite în conformitate cu procedurile în vigoare ale fiecărei Părţi.

4. Părţile vor facilita schimburi pe cont propriu de cadre didactice şi specialişti, inclusiv în ştiinţele sociale şi politice, cercetători şi studenţi, pentru documentare, conferinţe şi schimb de experienţă. Înţelegerile şi condiţiile financiare ale acestor schimburi pe cont propriu vor fi stabilite direct de către instituţiile sau organizaţiile participante.

5. Părţile vor facilita organizarea anuală a unui simpozion bilateral, pentru care se vor face propuneri pe canale diplomatice. Astfel de simpozioane pot fi în domeniile istoriei, literaturii, culturii şi civilizaţiei sau în alte domenii. Pot participa 4 pînă la 6 specialişti din fiecare ţară, pe perioade de pînă la 10 zile.

6. Părţile vor încuraja schimburile de cărţi, publicaţii şi materiale documentare din domeniul învăţămîntului între bibliotecile universitare şi alte centre de cercetare ştiinţifică.

7. Părţile vor colabora în domeniul învăţămîntului încurajînd:

a) schimbul de informaţii, manuale, atlase, enciclopedii, lucrări de referinţă şi alte materiale documentare asupra geografiei, istoriei, economiei şi vieţii sociale a ţărilor respective, în scopul dezvoltării înţelegerii reciproce şi îmbunătăţirii prezentării şi cunoaşterii fiecărei ţări în cealaltă ţară;

b) schimbul de articole pentru publicare, studii de specialitate, cărţi, periodice, cursuri universitare, planuri şi programe de învăţămînt, ca şi materiale documentare privind structura, conţinutul şi organizarea învăţămîntului din ţările lor;

c) schimbul de informaţii asupra evenimentelor ştiinţifice în domeniul educaţiei şi învăţămîntului, care au loc în ţările lor, cu participare internaţională.

8. Părţile vor încuraja participarea reciprocă a elevilor şi studenţilor la manifestări ştiinţifice, culturale, artistice, sportive şi turistice organizate în ţările lor. Înţelegerile şi condiţiile financiare privind aceste schimburi vor fi stabilite direct de către instituţiile sau organizaţiile participante.

ARTICOLUL II: ŞTIINŢA, TEHNOLOGIE ŞI SĂNĂTATE

1. În vederea aplicării prevederilor Articolului III din Acordul sus menţionat, Părţile sînt de acord să ia toate măsurile corespunzătoare pentru a se realiza îndeplinirea următoarelor aranjamente şi înţelegeri existente:

a) Memorandumul Înţelegerii din 20 septembrie 1971 dintre Comisia pentru Energie Atomică a Statelor Unite ale Americii şi Comitetul de Stat pentru Energia Nucleară din Republica Socialistă România, extins prin Nota Republicii Socialiste România din 27 martie 1973 şi scrisoarea Comisiei din 13 noiembrie 1973. Memorandumul Înţelegerii va rămîne în vigoare, iar aplicarea lui va fi de competenţa Departamentului Energiei al Statelor Unite ale Americii şi Comitetului de Stat pentru Energia Nucleară al Republicii Socialiste România;

b) Memorandumul Înţelegerii din 1 noiembrie 1969 privind cooperarea ştiinţifică dintre Academia Naţională de Ştiinţe a Statelor Unite ale Americii şi Academia Republicii Socialiste România;

c) Memorandumul Înţelegerii din 1 noiembrie 1971 privind cooperarea în cercetările din domeniul transporturilor dintre Departamentul Transporturilor din Statele Unite ale Americii şi Ministerul Transporturilor şi Telecomunicaţiilor din Republica Socialistă România. Părţile vor efectua, în perioada valabilităţii Programului, schimburi de delegaţii de specialişti în probleme ştiinţifice de interes reciproc, în condiţiile ce vor fi convenite ulterior;

d) Memorandumul Înţelegerii din 27 februarie 1979 dintre Fundaţia Naţională de Ştiinţe din Statele Unite ale Americii şi Consiliul Naţional pentru Ştiinţă şi Tehnologie din Republica Socialistă România;

e) Aranjamentul de schimburi de profesori, oameni de ştiinţă şi cercetători ştiinţifici dintre Comitetul pentru Cercetare şi Schimburi Internaţionale (IREX) din Statele Unite ale Americii şi Consiliul Naţional pentru Ştiinţă şi Tehnologie al Republicii Socialiste România, semnat la 22 iunie 1973;

f) Înţelegerea dintre Departamentul Sănătăţii şi Prevederilor Sociale (DHHS) din Statele Unite ale Americii şi Ministerul Sănătăţii din Republica Socialistă România, cuprinsă în scrisorile din 14 decembrie 1972 şi 15 ianuarie 1974 ale Departamentului Sănătăţii şi Prevederilor Sociale din Statele Unite ale Americii şi în scrisorile din 22 martie 1973 şi 29 ianuarie 1974 ale Ministerului Sănătăţii al Republicii Socialiste România.

2. În legătură cu paragraful 1 (f) din acest articol, Departamentul Sănătăţii şi Prevederilor Sociale şi Ministerul Sănătăţii vor acorda pentru schimburile de specialişti pentru vizite profesionale (specializare şi schimb de experienţă) un volum anual de pînă la 24 luni/persoană, de fiecare Parte:

a) vizitele de scurtă durată vor fi considerate cele pentru perioade de cel puţin 30 zile, exceptînd cazul grupurilor care pot fi pe o durată de 2-3 săptămîni;

b) vizitele de lungă durată vor fi considerate cele pe perioade de minimum 60 zile şi care nu depăşesc 180 zile.

Părţile vor facilita, de asemenea:

- schimbul de informaţii, publicaţii şi documentaţii în domeniile ocrotirii sănătăţii şi cercetării ştiinţifice medicale;

- schimbul de date statistice publice cu privire la bolile epidemice şi la starea generală de sănătate a populaţiei din cele două ţări;

- colaborarea dintre Institutele Naţionale de Sănătate ale Departamentului Sănătăţii şi Prevederilor Sociale din Statele Unite ale Americii şi Academia de Stiinţe Medicale prin Ministerul Sănătăţii al Republicii Socialiste România.

Detaliile privind schimburile specifice prevăzute de acest paragraf, inclusiv aranjamentele administrative necesare, ca şi orice noi schimburi în domeniul sănătăţii sau modificare a volumului de luni/persoană vor fi convenite direct între Departamentul Sănătăţii şi Prevederilor Sociale şi Ministerul Sănătăţii.

ARTICOLUL III: CULTURA

1. Părţile vor încuraja schimbul de formaţii muzicale, de dans, teatru, precum şi de artişti individuali, pe baze impresariale sau necomerciale. Partea americană va încuraja impresarii americani să accepte formaţii artistice şi artişti individuali români pentru turnee de concerte şi spectacole în Statele Unite. Partea română va încuraja Agenţia Română de Impresariat Artistic (ARIA) să accepte formaţii artistice şi artişti individuali americani pentru turnee de spectacole şi concerte în Republica Socialistă România.

2. Părţile vor depune toate eforturile de a primi anual pînă la şapte specialişti în domeniile artelor plastice, artelor literare şi spectacolelor artistice pentru documentare şi consultaţii cu scopul de a dezvolta relaţiile culturale, precum şi pentru conferinţe, unde va fi posibil, despre creaţiile artistice, literatura, cultura şi civilizaţia Părţii trimiţătoare. Vizitele pot fi pentru perioade de pînă la 30 zile fiecare, cu înţelegerea că doi dintre specialişti pot fi numiţi în fiecare an pentru vizite pînă la 60 zile.

3. Părţile vor încuraja teatrele lor dramatice şi muzicale, precum şi orchestrele să dezvolte contacte directe şi să includă în repertoriile lor dramatice şi muzicale lucrări de dramaturgi şi compozitori din cealaltă ţară.

4. Părţile vor încuraja invitarea unor artişti individuali şi grupuri artistice reprezentative, precum şi a unor oameni de teatru şi muzică (interpreţi, compozitori, critici) pentru a participa la festivalurile internaţionale, concursurile, reuniunile de teatru, muzică şi alte întîlniri artistice care vor avea loc în propriile lor ţări.

5. Părţile vor continua să încurajeze şi să dezvolte pe mai departe, cu condiţia îndeplinirii cerinţelor legale ale fiecărei ţări, schimbul de cărţi, publicaţii şi alte materiale tipărite, multiplicate sau înregistrate între Biblioteca Congresului şi Biblioteca Centrală de Stat, precum şi între alte biblioteci şi alte institute de cercetare ale Statelor Unite şi Republicii Socialiste România.

6. a) Părţile vor continua să încurajeze, cu condiţia îndeplinirii cerinţelor legale ale fiecărei ţări, inclusiv - dacă este necesar - consimţămîntul deţinătorilor de drepturi asupra oricărui material menţionat în prezentul document, traducerea şi publicarea unor lucrări ştiinţifice, academice şi literare, precum şi alte opere ale autorilor din fiecare ţară. Părţile vor încuraja, de asemenea, activităţile şi schimburile, inclusiv coeditările şi simpozioanele, dintre editorii şi traducătorii de lucrări ştiinţifice, academice şi literare din fiecare ţară. Detaliile unor astfel de schimburi, activităţi şi simpozioane vor fi propuse pe cale diplomatică sau alte canale.

b) Părţile vor încuraja revistele şi publicaţiile de specialitate să publice articole, studii şi reportaje cu privire la viaţa culturală şi artistică din cealaltă ţară.

7. In perioada de valabilitate a prezentului Program, Părţile vor explora posibilităţile de a organiza, pe bază de reciprocitate, o expoziţie de carte care să fie expusă în instituţiile corespunzătoare ale celeilalte ţări.

8. In perioada valabilităţii acestui Program, Părţile vor face schimb de vizite a cîte doi scriitori de fiecare Parte, pentru o perioadă de 30 zile fiecare, în vederea intensificării înţelegerii reciproce în domeniul literaturii şi dezvoltării contactelor dintre scriitori şi asociaţiile lor profesionale. Fiecare Parte va facilita, de asemenea, invitarea unor scriitori, critici şi istorici literari din cealaltă ţară să participe la conferinţe internaţionale, seminarii şi simpozioane organizate în propria lor ţară pe teme literare (creaţie, istorie şi critică literară). Partea americană va invita, de asemenea, anual, un scriitor român să participe la un program internaţional al scriitorilor ce va fi organizat în Statele Unite ale Americii.

9. Părţile vor facilita vizite şi organizarea în ţările lor a unor programe culturale şi academice diverse, inclusiv conferinţe şi simpozioane, pentru comemorarea şi celebrarea unor aniversări naţionale corespunzătoare celeilalte ţări.

10. Părţile sînt de acord să facă schimb de una sau două expoziţii oficiale pe perioada Programului. Fiecare expoziţie va fi prezentată în locuri centrale accesibile, în trei sau patru oraşe importante, inclusiv, pe cît posibil, în capitala Părţii primitoare, pentru o perioadă de 3-4 săptămîni în fiecare oraş. Itinerarul expoziţiei şi durata ei în fiecare loc pot fi modificate prin acordul celor două Părţi. Tematicile acestor expoziţii pot fi din domeniile artei, culturii, educaţiei, istoriei, ştiinţei sau de informare generală.Temele, datele şi itinerariile acestor expoziţii vor fi propuse şi stabilite pe canale diplomatice.

In perioada valabilităţii acestui Program, Partea americană va trimite în România următoarele expoziţii: "Muzeul american" şi colecţia de pictură intitulată "Impresioniştii americani". Partea română, la rîndul ei, va trimite expoziţii de importanţă similară.

Părţile vor încuraja, de asemenea, schimbul de expoziţii documentare referitoare la istoria, cultura, arta şi civilizaţia Părţii trimiţătoare.

Expoziţiile fiecărei ţări pot, de asemenea, cuprinde şi alte activităţi reciproc acceptabile, cum ar fi: conferinţe, simpozioane, distribuirea de literatură adecvată şi alte activităţi referitoare la tema expoziţiei. Expoziţiile pot fi însoţite de personalul pe care Partea trimiţătoare îl consideră necesar.

11. Părţile vor încuraja alte schimburi de expoziţii din domeniile ştiinţei, educaţiei, arhitecturii sau alte domenii reciproc acceptabile, pe baza aranjamentelor convenite direct între instituţiile interesate sau organizaţiile celor două ţări.

12. Părţile vor încuraja dezvoltarea contactelor şi schimburilor de expoziţii de artă şi de vizite ale unor artişti plastici între Uniunea Artiştilor Plastici din Republica Socialistă România şi organizaţii similare sau galerii de artă din Statele Unite ale Americii, pe baza unor aranjamente stabilite direct de aceste organizaţii.

13. Părţile vor încuraja muzeele din cele două ţări să lărgească contactele directe şi să facă schimb de expoziţii din colecţiile lor, de cataloage, materiale documentare, cărţi de artă şi fotografii, cu condiţia respectării reglementărilor legale din fiecare ţară. O atenţie deosebită va fi acordată schimbului de date şi informaţii cu privire la conservarea şi restaurarea obiectelor de artă.

14. Părţile vor încuraja participarea cu lucrări şi artişti individuali la expoziţii internaţionale sau seminarii organizate în propriile ţări.

15. Părţile vor încuraja lărgirea contactelor şi schimburilor de expoziţii de fotografii între Asociaţia Artiştilor Fotografi din România şi organizaţii similare din Statele Unite ale Americii.

16. Părţile vor urmări dezvoltarea contactelor şi colaborării, în scopul efectuării de cercetări ştiinţifice în diferite domenii culturale şi artistice, facilitînd schimbul de metodologie, publicaţii şi materiale documentare între instituţiile şi persoanele interesate din ţările lor.

17. In vederea lărgirii colaborării în domeniul cinematografiei, Părţile vor încuraja:

a) schimbul de filme pentru proiectare directă sau la televiziune, pe bază comercială;

b) cooperarea în producţia de filme documentare şi artistice şi schimbul de servicii sau materiale cinematografice;

c) schimbul de filme documentare şi ştiinţifice reciproc acceptabile;

d) schimbul de publicaţii şi informaţii asupra artei, tehnologiei şi distribuţiei filmului;

e) dezvoltarea relaţiilor directe între asociaţiile de cineaşti şi între producătorii şi regizorii de film din cele două ţări;

f) participarea specialiştilor în domeniul cinematografiei şi prezentarea de filme la festivaluri internaţionale de film sau la întîlniri cinematografice organizate de fiecare ţară;

g) schimbul de filme şi materiale documentare între Arhiva Naţională de Film din Republica Socialistă România şi instituţiile corespunzătoare din Statele Unite ale Americii, inclusiv organizarea de retrospective ale filmelor din arhiva fiecărei ţări;

h) organizarea de către instituţiile corespunzătoare din fiecare ţară a unei săptămîni a filmului dedicată filmelor din cealaltă ţară. Cu aceste ocazii poate fi organizat un schimb de vizite ale unuia sau doi regizori sau actori de film.

18. Părţile vor încuraja schimbul de materiale documentare de specialitate, ca şi de microfilme sau fotocopii de documente (contra plată) între Arhivele Naţionale ale Statelor Unite ale Americii şi Direcţia Generală a Arhivelor Statului din Republica Socialistă România.

Părţile vor face schimb de persoane, cu condiţia disponibilităţii fondurilor, în scopul efectuării de cercetări în arhive şi a culegerii de informaţii arhivistice, pe perioade de pînă la 90 zile de fiecare Parte.

ARTICOLUL IV: PRESA, RADIO, TELEVIZIUNE

1. Părţile vor încuraja schimburile de programe radio, de filme muzicale, culturale, ştiinţifice şi artistice, precum şi schimbul de specialişti între companiile de radiotelevizIune americane şi Radioteleviziunea Română.

2. Părţile vor încuraja şi facilita contactele directe şi schimburile între organizaţiile corespunzătoare de presă din cele două ţări.

3. Părţile vor schimba anual cîte 2 ziarişti sau redactori fiecare.

ARTICOLUL V: SCHIMBURI INTRE ORGANISME GUVERNAMENTALE, SOCIALE, PROFESIONALE SI OBSTESTI

1. Părţile vor încuraja schimburi între oficialităţi guvernamentale la nivel naţional şi reprezentanţi ai autorităţilor locale ale celor două ţări, pentru contacte şi consultări în domeniile specifice ale activităţii lor. Detaliile vor fi stabilite pe căi diplomatice.

2. Părţile vor încuraja schimburi de reprezentanţi ai unor organizaţii profesionale şi obşteşti. Deciziile, condiţiile de realizare şi finanţare ale acestor schimburi sînt de competenţa organizaţiilor respective.

3. Părţile vor încuraja schimbul de delegaţii ale organizaţiilor de tineret din fiecare ţară, pentru vizite de informare şi documentare, în scopul unei mai bune înţelegeri a modului de viaţă, a culturii şi activităţii tineretului din cealaltă ţară. Părţile vor încuraja, de asemenea, schimburile turistice, pe bază de reciprocitate, între organizaţiile de tineret ale celor două ţări. Deciziile, condiţiile de realizare şi finanţare privind aceste schimburi sînt de competenţa organizaţiilor respective.

ARTICOLUL VI: SPORT

Părţile vor încuraja dezvoltarea schimburilor neguvernamentale în domeniul sportului, al schimburilor de experienţă şi informaţii între organizaţii sportive şi institute de educaţie fizică şi sport ale celor două ţări. Părţile vor încuraja, de asemenea, participarea sportivilor din ţările lor la competiţii sportive internaţionale importante, care vor avea loc în cealaltă ţară. Deciziile, condiţiile de realizare şi finanţare ale acestor schimburi cad în sarcina organizaţiilor respective.

ARTICOLUL VII:PREVEDERI GENERALE

1. Schimburile şi vizitele prevăzute în acest Program se vor efectua conform normelor constituţionale, legilor şi reglementărilor în vigoare din cele două ţări. În acest cadru, Părţile vor asigura condiţii favorabile pentru efectuarea acestor schimburi şi vizite, în conformitate cu prevederile şi obiectivele Acordului de cooperare şi schimburi în domeniile culturii, învăţămîntului, ştiinţei şi tehnologiei.

2. Acest Program nu exclude alte schimburi şi vizite care vor putea fi stabilite între organizaţii sau persoane interesate, înţelegîndu-se că aranjamentele pentru schimburi şi vizite suplimentare vor fi facilitate prin înţelegeri prealabile pe cale diplomatică sau între organizaţiile corespunzătoare.

3. Părţile sînt de acord să ţină întîlniri periodice ale reprezentanţilor lor, pentru a discuta aplicarea acestui Program. Examinarea acestei aplicări se va ţine la date şi locuri care vor fi convenite pe cansle diplomatice.

4. Anul de realizare a Programului va începe la 1 ianuarie şi se va termina la 31 decembrie al fiecărui an. Cu toate acestea, în scopul aplicării prevederilor pentru schimbul de absolvenţi universitari, cercetători şi lectori de la Articolul I (1) a şi b, anul de realizare a Programului va începe la 1 septembrie al fiecărui an şi se va termina la 31 august al anului următor.

Prin urmare, acest Program rămîne valabil pentru participanţii de la Articolul I (1) a şi b pînă la 31 august 1983 şi, în cazul în care va fi prelungit conform paragrafului 5 de mai jos, pînă la 31 august 1984.

5. Acest Program este valabil de la 1 ianuarie 1981 pînă la 31 decembrie 1982. Dacă Părţile nu au negociat un nou Program, în timp util, prezentul Program va fi prelungit, de comun acord, cu încă un an, pînă la 31 decembrie 1983, cu respectarea prevederilor cuprinse în paragraful 4 sus-menţionat.

INCHEIAT la Bucureşti, la 21 mai 1981, în două exemplare originale, în limbile engleză şi română, ambele fiind în mod egal autentice.

P E N T R U
GUVERNUL STATELOR UNITE ALE AMERICII

P E N T R U
GUVERNUL REPUBLICII SOCIALISTE ROMANIA

A N E X A

Condiţii pentru aplicarea Programului
de schimburi pentru 1981 şi 1982

Pentru efectuarea schimburilor şi activităţilor menţionate în prezentul Program de schimburi, Părţile au convenit următoarele condiţii :

I. Pentru schimburile în domeniul învăţământului, Articolul I (1) a şi b:

A. Anul universitar are o durată de 9-10 luni.

B. Partea trimiţătoare va suporta costul transportului dus-întors al participanţilor săi între domiciliu şi capitala Părţii primitoare.

C. Partea primitoare :

1. va suporta costul transportului intern dus-întors pentru fiecare participant între capitală şi locul de studii;

2. va suporta pentru participanţii la Articolul I (1) a. costul tuturor călătoriilor incluse în programul de studii acceptat de Partea primitoare, la data la care participantul a fost acceptat;

3. va asigura locuinţă corespunzătoare, adecvată pentru participanţi şi membrii de familie care îi însoţesc;

4. va suporta costul taxelor de şcolarizare şi al altor taxe pentru studii universitare şi cercetare pentru fiecare participant;

5. va plăti o alocaţie anuală pentru carţi pentru participanţii din cadrul Articolului I (1) a, în sumă de 500 $ pentru participanţii români şi 2.000 lei pentru participanţii americani, care va fi plătită odată cu plata primei alocaţii lunare;

6. va suporta costul cheltuielilor medicale sau al spitalizării în caz de îmbolnăvire gravă sau accidente în conformitate cu reglementările şi prevederile în vigoare din cele două ţări;

7. va plăti participanţilor următoarele alocaţii lunare:

a) absolvenţi universitari - 2.600 lei pentru participanţii americani; de la 410 $ la 525 $ (în funcţie de localitate) pentru participanţii români;

b) cercetători cu experienţă - 4.500 lei pentru participanţii americani; de la 1.200 $ la 1350 $ (în funcţie de localitate) pentru participanţii români;

c) lectori - 4.500 lei pentru participanţii americani; de la 1.200 $ la 1.350 $ (în funcţie de localitate) pentru participanţii români;

d) alocaţiile pentru absolvenţii universitari şi cercetători cu experienţă vor fi acordate în conformitate cu categoria în care nominalizarea participanţilor a fost propusă şi acceptată;

e) plata primei alocaţii va fi făcută conform procedurilor în vigoare în fiecare ţară, iar următoarele plăţi vor fi făcute la intervale regulate de o lună.

D. In vederea facilitării călătoriei pe teritoriul României a participanţilor americani şi familiilor lor, Ministerul Educaţiei şi Invăţământului al Republicii Socialiste România va discuta în continuare cu Ministerul Turismului posibilitatea autorizării participanţilor şi membrilor lor de familie să plătească hotelul la nivelul tarifelor pentru autohtoni.

E. Tuturor participanţilor li se va asigura accesul la sursele documentare corespunzătoare şi la materialele academice şi ştiinţifice necesare îndeplinirii programului de studiu şi cercetare, convenit cu Partea primitoare la data la care a fost acceptat, în conformitate cu reglementările în vigoare din fiecare ţară.

F. Soţiile şi/sau membrii de familie pot însoţi sau vizita pe participanţi, dar costul călătoriei lor şi toate celelalte cheltuieli (cu excepţia celor specificate altfel) vor fi în obligaţia participanţilor Părţii trimiţătoare.

G. Partea trimiţătoare va înainta formularele de candidatură conţinând datele biografice şi de studii precum şi documentaţia completă cu privire la activitatea academică propusă, cît mai curînd posibil, dar nu mai tîrziu de sfîrşitul lunii aprilie pentru următorul an universitar.

H. Partea primitoare îşi rezervă dreptul de a hotărî acceptarea şi repartizarea candidaţilor şi va informa Partea trimiţătoare asupra deciziei sale cît mai curînd posibil, dar nu mai tîrziu de 25 mai.

II. Părţile au convenit următoarele condiţii pentru realizarea vizitelor prevăzute în Articolele I (1) c, I (5), III (2), III (6), IV (3) :

A. Partea trimiţătoare va suporta transportul dus-întors între cele două capitale.
Partea primitoare va suporta toate cheltuielile de deplasare internă a participanţilor, necesare realizării programului aprobat.

B. Pentru vizitele de pînă la 30 de zile, Părţile vor asigura :

- în Statele Unite ale Americii 72 dolari pe zi;
- în România 150 lei pe zi şi hotel sau altă cazare corespunzătoare.

C. Pentru vizitele cuprinse între 30-60 zile, Părţile vor asigura:

- în Statele Unite ale Americii cel puţin 60 dolari pe zi;
- în România cel puţin 150 lei pe zi şi hotel sau altă cazare corespunzătoare.

D. Partea primitoare va asigura specialiştilor care efectuează vizite de scurtă durată o alocaţie pentru materiale culturale şi documentare în valoare de 200 lei, pentru participanţii americani şi 110 dolari pentru participanţii români.

Pentru specialiştii din domeniul artelor interpretative (teatru, muzică, balet, film etc.), Partea primitoare va facilita accesul la spectacole, concerte, filme necesare efectuării programului vizitei.

E. Atunci cînd este necesar, Partea primitoare va asigura un interpret însoţitor pentru vizite de scurtă durată de pînă la 30 zile.

III. Cheltuielile cerute de schimbul de expoziţii menţionate la Articolul III, paragraful 10, vor fi suportate după cum urmează:

A. Partea trimiţătoare va suporta costul transportului internaţional al expoziţiei, asigurarea expoziţiei, cheltuielile pentru tipărirea catalogului şi afişelor, precum şi prepătirea oricărui alt material publicitar în legătură cu tema expoziţiei. Partea trimiţătoare va transmite Părţii primitoare un certificat de asigurare din care să reiasă suma şi modul de acoperire al asigurării.

B. Partea primitoare va asigura Părţii trimiţătoare, în mod gratuit, următoarele: amplasamente corespunzătoare, paza pentru expoziţie, electricitate, căldură, apă şi alte servicii asemănătoare necesare în timpul montării, expunerii, demontării şi ambalării expoziţiei în cooperare cu Partea trimiţătoare, va trimite invitaţii pentru deschiderea expoziţiei persoanelor oficiale şi reprezentanţilor presei, radio şi T.V., publicitate corespunzătoare premergătoare şi pe timpul expoziţiei şi un om de legătură pentru sprijinirea rezolvării tuturor aspectelor legate de expoziţie.

C. Toate costurile neincluse în paragraful B de mai sus vor fi responsabilitatea Părţii trimiţătoare. La cererea Părţii române, Partea americană este de acord ca cheltuielile, în conformitate cu acest paragraf (C), incluzînd costul transportului intern al expoziţiei americane şi alte servicii cerute în mod special de Partea americană, să fie plătite în România de către organizatorul român al expoziţiei. După prezentarea listei costurilor transportului şi a celorlalte costuri pentru serviciile cerute, Partea americană va rambursa Ambasadei Republicii Socialiste România la Washington D.C. echivalentul în dolari al sumei în lei. Părţile au convenit că intenţia acestui aranjament este ca fondurile transmise Ambasadei române să fie folosite pentru acoperirea costurilor interne ale expoziţiei române programate în Statele Unite.

D. In cazul în care un expert va însoţi expoziţia în calitate de custode sau director al expoziţiei, Partea trimiţătoare va suporta costul transportului internaţional şi Partea primitoare va suporta costul transportului intern, cazarea şi masa pînă la 14 zile la fiecare loc de expunere, în conformitate cu prevederile Articolului II. B al acestei anexe, dacă nu se va conveni altfel prin canale diplomatice.

E. Condiţiile pentru realizarea altor schimburi de expoziţii (documentare şi artistice) în conformitate cu articolul III. 10 vor fi stabilite pe cale diplomatică.

F. Partea trimiţătoare va suporta toate cheltuielile pentru personalul suplimentar care va însoţi expoziţiile în cealaltă ţară.

IV. Prevederile financiare pentru spectacolele turneelor artistice vor fi stabilite pe linie de impresariat sau pe cale diplomatică.

V. Părţile vor acorda gratuit şi în cel mai scurt timp posibil viza participanţilor veniţi în cadrul Programului de cooperare şi schimburi, precum şi membrilor de familie care îi însoţesc pe aceştia sau vin mai tîrziu, în perioada aprobată a şederii participanţilor în cealaltă ţară.

VI. Părţile au convenit ca, în cazurile în care între organizaţii şi instituţii americane şi româneşti au intervenit alte aranjamente directe, se vor aplica prevederile acestor aranjamente, cu excepţia cazurilor în care se va specifica, că schimburile vor fi realizate pe baza condiţiilor prevăzute în prezentul Program.

VII. Condiţiile de aplicare a prezentului Program de cooperare şi schimburi pot fi modificate numai cu acordul Părţilor.

VIII. Prezenta anexă privind condiţiile de aplicare a Programului de cooperare şi schimburi pe anii 1981 şi 1982 face parte integrantă din acest document.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-135

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Signed at Seoul May 18, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul May 18, 1981;
Entered into force May 18, 1981.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF KOREA

FOR SALES OF AGRICULTURAL COMMODITIES

UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Republic of Korea Government agree to the sales of agricultural commodities specified below. This agreement shall consist of the preamble, parts I and III of the Title I Agreement signed June 7, 1979,[2] together with the following Part II.

PART II - Particular Provisions

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Wheat	1981	154,000	27.0
Total			27.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC)

1. Initial payment - five (5) percent.

2. Currency use payment - thirty-five (35) percent for section 104 (A) purposes.

3. Amount of each installment payment - approximately equal annual amounts.

4. Number of installment payments - thirty-one

5. Due date of the first installment payment - ten (10)

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9562; 30 UST 6471.

years after the date of the last delivery of commodities in each calendar year.

6. Initial interest rate - two (2) percent.

7. Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (US FY)	UMR (Metric tons)
Wheat	1981	1,500,000

Item IV. Export Limitations:

A. With respect to the commodity financed under this agreement, the export limitation period for the same or like commodity shall be the United States fiscal year 1981 or any subsequent U.S. fiscal year in which the commodity financed under this agreement is being imported or utilized.

B. For the purposes of Part I, Article III A (4) of the Agreement, the commodities which may not be exported are for wheat: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same products under a different name).

Item V. Self-Help Measures:

The government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

A. Continue to strengthen the underlying foundation of the agricultural sector by providing additional capital to train more agricultural specialists in both basic and applied sciences and by providing adequate research and training facilities to carry out experimentation and to extend results to users.

B. Continue the basic and applied research efforts directed towards: (1) increasing production of major food grains, especially rice; (2) facilitating the expansion and improvement of agricultural mechanization and irrigation; and, (3) improving land utilization patterns for rice and other commodity production.

C. Increase and improve storage facilities for food grains in port areas, at regional terminals and at local markets.

D. Expand and improve family planning programs and service to help further reduce population growth, especially in the rural areas.

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country Are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following development sector: agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. All of the proceeds from the sale of the commodities financed under this agreement will be used in support of the

specific projects or programs described below. These projects or programs are included in the progress report of the ROKG on self-help measures dated November 30, 1979.

1. To strengthen the infrastructural foundation of agricultural production.

   a. Development of agricultural water facilities
   b. Expansion of agricultural land for major crops
   c. Support of special crop production

2. To facilitate the expansion and improvement of agricultural mechanization.

   a. Supply of major agricultural machinery
   b. Technical training on agricultural machinery
   c. Utilization of agricultural machines as village's common property

3. To train young specialists in the agriculture and fisheries sectors.

4. To restructure the distribution system for agricultural products.

   a. Promotion of storage processing industry
   b. Restructuring the production and marketing system of agricultural products in farm areas

C. The government of the importing country shall provide reports on how the proceeds are used for the purposes set forth in accordance with the provisions of Article II of this agreement. The exporting country requires that reports be made on a semi-annual basis beginning six months after delivery of commodities to the ROKG.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Seoul, in duplicate, this 18th day of May, 1981.

For the Government of the United States of America

William H. Gleysteen, Jr.
Ambassador

For the Government of the Republic of Korea

Shin Byong Hyun
Deputy Prime Minister

ITEMS COVERED DURING PL 480 NEGOTIATIONS, APRIL AND MAY, 1981 BETWEEN USG AND ROKG

Agreement will consist of
A - Preamble, Parts I and III of 1979 Agreement
B - New Part II

This $27.0 million is final portion of U.S. commitment under the 1971 textile agreement.

Credit meeting in August agreed to corn as commodity, but this changed to wheat because of limited U.S. supplies of corn.

U.S. looks to Korea to continue to purchase U.S. agricultural commodities for cash and with GSM-102 guaranteed funds.

Financing terms are same as previous agreement - convertible local currency credit of 40 years term, 10 year grace period, 2% interest rate during grace period and 3% afterwards, initial payment of 5% and an increase in currency use payment (CUP) to 50% for U.S. Government requirements (later reduced to 35%).

Commodity Composition : 154,000 metric tons of wheat, $27.0 million, supply period FY 1981.

Dollar value is the maximum export value despite estimated quantity given above. In case of price increases Korea will be limited to dollar value in accordance with Article I, E. Part 1 of the agreement.

Usual marketing requirements will be 1,500,000 metric tons of wheat in FY 1981. (UMR's are based upon 1975-79 average commercial imports.) In keeping with PL-480 legislation and the U.S. Korean agricultural consultations, the USG continues to look to Korea to maintain and increase purchases of U.S. food and agricultural products.

Part II, Item V specifies the self-help measures to be carried out with the proceeds of the wheat sale. These measures should directly improve the lives of the poorest in the recipient country, including programs in agricultural development, rural nutrition, and population planning. Korea's proposed program must be furnished the Embassy before this agreement is signed. (Program was furnished and is included in Item VI).

Purchase authorizations will be issued only after the Secretary of Agriculture has determined:

A - Adequate storage facilities are available in Korea at time of export so as to prevent the spoilage or waste of the commodity.

B - Distribution of the commodity in Korea will not result in a substantial disincentive to or interference with domestic production or marketing.

Purchases must be made on the basis of invitations for Bid (IFB), publically advertised in the United States and on the basis of bid offerings conforming to the IFB. Bid offerings must be received and publically opened in the United States. All awards must be consistent with open, competitive, and responsive bid procedures. All terms of the IFB's including those for ocean freight must be approved by the General Sales Manager, USDA, prior to issuance.

Commissions, fees or other payments to selling agents are prohibited. If the Korean Government nominates a purchasing and/or shipping agent to handle the commodities or arrange transportation under this proposed agreement, the ROKG must notify the General Sales Manager/USDA in writing of such nomination and provide a copy of the proposed agency agreement. GSM must approve all such agents.

ROKG should provide information on its capability to receive, store and distribute the PL 480 wheat, as well as providing

1/ type and grade of commodity to be purchased (using U.S. standards)

2/ proposed contracting and delivery schedules

3/ names and addresses of banks, both U.S. and foreign, handling this transaction

4/ assurances that ROKG authorities of funds to cover ocean freight costs and any initial payments.

ROKG should make relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the agreement including;

1/ commodity specifications

2/ contracting and delivery periods

3/ names and addresses of U.S. and Korean banks handling the letters of credit

4/ authority to request and sign purchase authorizations and other documents

5/ instructions/information/authority regarding the purchasing of commodities and contracting for freight
6/ appointment of purchasing and/or shipping agents
7/ instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA regarding the above.

ROKG should be aware that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight are not available at time of loading, resulting in costly claims for demurrage and carrying charges.
1/ delays in opening letters of credit and settlement of the final ten percent of freight will also result in higher prices and rates.
2/ ROKG should make assurances that these L/C's will be opened and confirmed by a U.S. bank immediately after contracting of each purchase authorization (PA), and before vessels arrive at U.S. ports.
3/ L/C's for ocean freight should be opened for 100 percent of charges before vessel is presented for loading.

ROKG has the responsibility to submit timely reports on compliance, arrival and shipping information (Article III (D)), self-help activities (Article III (C)) and use of sales proceeds (Article III (F)).

ROKG should undertake such measures as may be mutually agreed, prior to the delivery of the commodities, for the identification and publicity of commodities to be received as provided in Section 102 (L) of the PL-480 Act.

Finally, the ROKG should provide details of the specific projects or programs to be carried out using the proceeds of the sale of wheat financed under this Agreement.

The Korean negotiators felt the ROKG could carry out all of their responsibilities outlined above, but asked for a 10 % CUP, rather than the proposed 50%. The U.S. side promised to explore this point with Washington agencies concerned. Washington came back with a 35 percent CUP offer, which was then transmitted to the Korean side.

The Korean side provided on April 27 the details requested earlier. They asked for white or red wheat, U.S. No. 2 or better, to be purchased by KOFMIA, as their agent. The banks are First Chicago International and the Korea Exchange Bank.

Deliveries will be during June, July and August. Contracting period to be the opening of the P.A. (as soon as possible) through August 31, 1981. Storage capacity is 2,353,000 metric tons. Self-help measures are to strengthen infrastructural foundation of agricultural production, to facilitate the expansion and improvement of agricultural mechanization, to train the young agriculturalist to replace the current farming generation and to improve the marketing of agricultural products.

The proposed 35 percent CUP was accepted.

The formal signing of the agreement was decided to be at 10 a.m. May 18, 1981 at the EPB Building.

Initialed by U.S.A.

Korea

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-136

10152

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10152

ATOMIC ENERGY

Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

Signed at Washington May 15, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Washington May 15, 1981;
Entered into force May 15, 1981.

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (N.R.C.) AND THE HEALTH AND SAFETY EXECUTIVE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (EXECUTIVE) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the N.R.C.) and the Health and Safety Executive of the United Kingdom of Great Britain and Northern Ireland (hereinafter called the Executive);

They or their predecessors having cooperated under the terms of a five-year Arrangement for similar exchange and cooperation in development of safety standards, originally signed on March 13, 1975;[1]

Having indicated their desire to continue this exchange and cooperation;

Have agreed as follows:

Section 1. Technical and Other Information to Be Exchanged

1.1 To the extent that the Executive and the N.R.C. are permitted to do so under the laws and regulations of their respective countries, the participants agree to exchange the following information on matters pertaining to the safety of nuclear installations, subject to paragraph 1.2:

[1] TIAS 8355; 27 UST 2974.

a) Reports, studies and assessments emanating from, and actions and decisions taken by, the N.R.C. or the Executive, as the case may be, relating to or which may affect the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control, of nuclear installations in general in the United States of America or, as the case may be, in Great Britain, specified by the recipient of information (hereinafter referred to as "specified installations");

b) Information imparted to the N.R.C. or the Executive, as the case may be, by operators of specified installations or by any other persons relating to the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control of those installations;

c) Reports of, and information concerning, hearings and inquiries whether judicial or not, relating to or which may affect any aspect of nuclear safety or have a bearing on the safety aspects of the construction or operation of nuclear installations in the countries of the parties to this Arrangement.

1.2 However, either party may refuse to provide any particular information or information in general if:

a) that party, in its absolute discretion, considers that the production of such information might prejudice its national security, should be withheld in the public interest, or could be commercially damaging; or

b) the information requested concerns a matter falling outside the field of responsibility of the N.R.C. or the Executive, as the case may be.

Section 2. Administration

2.1 The exchange of information may be effected by post, telex, telephone or other appropriate means and by visits and meetings.

2.2 The participants will arrange meetings to review the operation of the present Arrangement. Unless the participants otherwise agree, such meetings will take place at least once in every period of twelve months and the agenda for such meetings will be agreed in advance.

2.3 Each participant will designate a Technical Liaison Officer to supervise its responsibilities under the present Arrangement. All documents will be sent to the Technical Liaison Officer, unless the participants otherwise agree. The Technical Liaison Officer will be responsible for the detailed application of the present Arrangement, including the designation of "specified installations." He will ensure, with his counterpart, that a reasonably balanced equitable exchange of information is achieved and maintained.

2.4 Any visit to be made under the present Arrangement will take place only after consultation with the Technical Liaison Officer.

2.5 Unless otherwise agreed, each participant will bear the costs incurred by it in implementing the present Arrangement, including travel expenses and subsistence allowances and transport costs for apparatus and equipment sent into the territory of the other participant.

Section 3. Use of Information

3.1 Subject to paragraphs 2 and 3 of this section, a participant receiving proprietary, or privileged information, or information designated as confidential under this Arrangement shall respect its proprietary or confidential nature provided such information is clearly marked so as to indicate its proprietary, privileged or confidential nature and is accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

3.2 Proprietary, or privileged information, or information designated as confidential received under this Arrangement may be freely disseminated by the receiving participant without the prior consent of the sending participant:

a) to persons within or employed by the receiving participant and to concerned Government departments and Government agencies in the country of the receiving participant;

b) to each participant's own contractors or consultants and to other persons or organizations for use only in work required under the terms of nuclear installations contracts or licenses for the protection of the health and safety of the public, if that person or organization:

(i) satisfies the receiving participant that special circumstances exist in which it is appropriate and necessary for that person or organization to have access to that information; and

(ii) enters into an agreement with the receiving participant under which the confidentiality of the information is protected to at least the extent to which it would be protected if that person or organization were a participant in the present Arrangement.

3.3 The receiving participant may disseminate any proprietary or privileged or other information designated as confidential more widely than is permitted by this section if that participant has first obtained the written consent of the sending participant. The participants shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination.

3.4 The application or use of any information exchanged or transferred between the participants under this Arrangement shall be the responsibility of the receiving participant, and the transmitting participant does not warrant the suitability of such information for any particular use or application.

3.5 Nothing contained in this Arrangement shall preclude a participant from using or disseminating information received without restriction by a participant from sources outside of this Arrangement.

Section 4. Compatibility with National Laws

4.1 Nothing contained in the present Arrangement will require either participant to do anything which would be inconsistent with its laws, regulations, and

policy directives. Should any concern arise about a possible conflict between the terms of the present Arrangement and those laws, regulations, and policy directives, the participants will consult regarding the basis of the concern.

4.2 No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should it become necessary in the future to exchange such information, the two participants will consult.

Section 5. Duration and Termination

5.1 The information exchange shall enter into force upon signature and shall remain in force for five years unless extended for a further period of time by agreement of the participants.

5.2 Either participant may withdraw from the present Arrangement after giving the other participant written notice 90 days prior to the intended date of withdrawal.

Section 6. Assistance in Gaining Information from Third Parties

Each participant will use its best endeavors to assist the other participant in obtaining from third parties information related to that covered by the present Arrangement.

Section 7. Interpretation

For the purpose of the present Arrangement:

a) "nuclear installations" in relation to facilities within Great Britain has the meaning assigned to it in the Nuclear Installations Act 1965 and the Nuclear Installations Regulations 1971, but excludes any installation operated by or for the United Kingdom Atomic Energy Authority or any Government Department; and in relation to facilities within the United States of America means installations at which licensed activities, as provided for in the Atomic Energy Act of 1954[1] and the Energy Reorganization Act of 1974, as amended,[2] are conducted.

b) "operator" in relation to Great Britain means a licensee within the meaning assigned to that term in the Nuclear Installations Act 1965; and in relation to the United States of America means a person licensed either to operate the licensed installation or to possess nuclear material as provided for in the Atomic Energy Act of 1954 and the Energy Reorganization Act of 1974, as amended.

Done at Washington, D.C., on the fifteenth day of May 1981.

For the Health and Safety Executive

By: Ronald Gausden
Title: Chief Inspector, Nuclear Installations Inspectorate

For the Nuclear Regulatory Commission

By: Joseph M. Hendrie
Title: Chairman

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*
[2] 88 Stat. 1233; 42 U.S.C. § 5801.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-137

10153

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10153

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreements Between the
UNITED STATES OF AMERICA
and THAILAND

Amending the Agreement of
October 4, 1978, as Amended

Effected by Exchange of Letters
Signed at Bangkok March 30 and April, 27 1981

And Exchange of Letters
Signed at Bangkok June 17 and July 28, 1981

And Exchange of Letters
Signed at Bangkok October 26 and November 4, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

THAILAND

Trade in Textiles and Textile Products

Agreements amending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok March 30 and April 27, 1981;
Entered into force April 27, 1981.
And exchange of letters
Signed at Bangkok June 17 and July 28, 1981;
Entered into force July 28, 1981.
And exchange of letters
Signed at Bangkok October 26 and November 4, 1981;
Entered into force November 4, 1981.

The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/๖๘๑

Department of Foreign Trade
Ministry of Commerce
Bangkok 2, Thailand

March 30, 1981

Mr. Gary D. De Vight
Economic Commercial Officer
Embassy of The United States of America
Bangkok

Dear Mr. De Vight,

We write with an intention to make a request for an increase in the consultation level allowed to Thailand for category 320.

It should be pointed out at this outset that the present consultation level granted to Thailand for category 320 is rather small when account is taken of the fact that exporters have already secured orders to the extent that the available quota cannot adequately permit them to export. Exporters therefore, ask that the Department of Foreign Trade take step to acquire from the United States Government for a raise up in the above mentioned category.

In view of this the Department of Foreign Trade is of the opinion that a raise up of 8 Million Square Yards for category 320, thus putting the level to 16 Million SQY, will be essential if Thailand is to be able to meet the demand in the United States.

We should be grateful if you could, after the receipt of this letter, make an arrangement for the adjustment of category 320 to the amount stipulated above.

Sincerely yours,

O. Osatanande

(Mrs. Oranuj Osatanada)
Deputy Director-General

The American Economic Officer to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

April 27, 1981

Khun Oranuj Osatanada
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok 2, Thailand

Dear Khun Oranuj:

I refer to paragraph 4 of the Agreement between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, [1] ("The Agreement"), and to your letter of March 30, 1981, in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 be increased by 8 million square yards to a level of 16 million square yards for the 1981 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. DeVight
Economic Officer

[1] TIAS 9215, 9462, 9643, 9717, 9937; 30 UST 719, 4360; 31 UST 4824; 32 UST

The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/

Department of Foreign Trade
Ministry of Commerce
Bangkok

June 17, 1981

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight,

Referring to your letter dated April 27, 1981, by which the consultation level for category 320 has been amended to 16 million square yards in 1981.

However, Thai exporters have now approached our Department again to acquire from the United States Government the raise up of consultation level for categories 314, 315, 320 and 613 because Thai exporters have already secured orders for each category within this year to the extent that the available quota cannot be adequately permit them to export.

In view of this, the Department of Foreign Trade has the opinion that, in order to meet the demand in the United States, it is essential to raise up the consultation levels for the said categories in 1981 as follows :-

Category 314	from	4,500,000 SYD to 7,000,000 SYD
Category 315	from	6,800,000 SYD to 10,000,000 SYD
Category 320	from	16,000,000 SYD to 24,000,000 SYD
Category 613	from	9,500,000 SYD to 19,000,000 SYD

We would be grateful if you could, after receipt of this letter, make an arrangement for the adjustment of the said categories to the amounts stiputated above.

Yours sincerely,

O. Osatanonda

(Mrs. Oranuj Osatananda)
Deputy Director-General

The American Counselor for Economic Affairs to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

July 28, 1981

Mrs. Oranut Ostananda
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranut:

I refer to paragraph 4 of the Agreement Between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, "the Agreement," and to your letter of July 17, 1981 in which you request on behalf of the Royal Thai Government that the consultation levels for Categories 315, 320 and 613 be increased to ten million, twenty four million and nineteen million square yards respectively for the 1981 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

The requested increase to seven million square yards for Category 314 had been effect by the exchange of notes dated April 1, 1979.

Sincerely,

Robert R. Brungart
Counselor of Embassy
for Economic Affairs

The American Economic Officer to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

October 26, 1981

Khun Oranuj Osatannada
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok 2

Dear Khun Oranuj:

I refer to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended ("The Agreement"), and to our conversations concerning exports from Thailand to the United States of products classified in textile Category 314.

On behalf of my government, I would like to propose that the consultation level for Category 314 be increased by 2 million square yards to a new level of 9 million square yards for the 1981 agreement year.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely yours,

Gary D. De Vight

Gary D. De Vight
Economics Officer

The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0804/8191

Department of Foreign Trade
Ministry of Commerce
Bangkok

November 4 , 1981

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight,

I am writing with reference to the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile-products, with annexes, effected by exchange of notes on October 4, 1978, as amended and to your letter of October 26, 1981, proposing that the consultation level for Category 314 be increased by 2 million square yards to a new level of 9 million square yards for the 1981 agreement year.

On behalf of my Government, I have the honor to accept this proposal. Your letter and this letter of confirmation shall constitute an amendment to the agreement.

Yours sincerely,

N. Snidvongs

(Narongrid Snidvongs)
Deputy Director-General

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-463

10154

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10154

INTERNATIONAL MILITARY EDUCATION AND TRAINING (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and OMAN

Effected by Exchange of Notes
Dated at Muscat April 4 and May 14, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

OMAN

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Muscat April 4 and May 14, 1981;
Entered into force May 14, 1981.

The American Embassy to the Omani Ministry of Foreign Affairs

No. 114

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Sultanate of Oman and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of the Government of the Sultanate of Oman may include training related to defense articles with respect to which the agreement of the Government of the Sultanate of Oman to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Sultanate of Oman shall constitute an agreement between the two governments on this subject, to be effective from the date of the ministry's note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
MUSCAT, *April 4, 1981*

The Omani Ministry of Foreign Affairs to the American Embassy

بسم الله الرحمن الرحيم

Sultanate of Oman
Ministry of Foreign Affairs
Muscat

سلطنة عمان
وزارة الخارجية
مسقط

Date :
No.

التاريخ : ١٩٨١/٥/ ١٩
الرقم : ٣/١١١٢٦/ ٧٧٠٥

تهدي وزارة خارجية سلطنة عمان أطيب تحياتها الى سفارة الولايات المتحدة الامريكية في مسقط .

وايماء الى مذكرة السفارة رقم ١١٤ المؤرخة في ٤/ ابريل / ١٩٨١ والمتعلقة بتصوير القانون الامريكي الخاص بالتدريب طبقا للبرنامج الامريكي للتعليم والتدريب العسكري الدولي ، تود وزارة خارجية سلطنة عمان ان تفيد الى علم السفارة الموقرة بان الجهات المختصة في وزارة الدفاع قد وافقت على الالتزام بتصوير القانون المشار اليه .

تنتهز الوزارة هذه المناسبة لتعرب للسفارة الموقرة عن فائق التقدير والاحترام .

مسقط
وزارة الخارجية

سفارة الولايات المتحدة الامريكية / مسقط .

TRANSLATION

SULTANATE OF OMAN
MINISTRY OF FOREIGN AFFAIRS
MUSCAT

Date: May 14, 1981
Ref.: No. 3/11126/3708

Embassy of the United States of America
Muscat

The Ministry of Foreign Affairs of the Sultanate of Oman presents its compliments to the Embassy of the United States of America in Muscat and has the honor to refer to the Embassy's note No. 114, dated April 4, 1981, regarding United States law concerning the provision of training related to defense articles under the United States International Military Education and Training Program.

The Ministry of Foreign Affairs wishes to inform the Embassy that the competent authorities of the Ministry of Defense have agreed to comply with the said United States law.

The Ministry avails itself of this opportunity to present to the Embassy the assurances of its highest consideration.

[Signature]

[SEAL]

10155

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10155

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TAXATION

Income Tax Reimbursement

Agreement Between the UNITED STATES OF AMERICA and the INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND THE RESTORATION OF CULTURAL PROPERTY (ICCROM)

Effected by Exchange of Letters
Signed at Rome April 1 and May 4, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND THE RESTORATION OF CULTURAL PROPERTY (ICCROM)

Taxation: Income Tax Reimbursement

Agreement effected by exchange of letters
Signed at Rome April 1 and May 4, 1981;
Entered into force May 4, 1981;
Effective January 1, 1981.

The American Chargé d'Affaires ad interim to the Director of the International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM)

EMBASSY OF THE
UNITED STATES OF AMERICA

Rome, Italy

April 1, 1981

Mr. Bernard M. Feilden
Director
International Centre for the Study
of the Preservation and the Restoration
of Cultural Property (ICCROM)
13 Via San Michele
Trastevere, Roma 00153

Dear Mr. Feilden:

I have been authorized to inform you that the United States Government can reimburse the International Centre for the Preservation and the Restoration of Cultural Property for the sums utilized to reimburse personnel subject to the payment of United States income tax. To do this, I propose below a formal agreement establishing the procedure:

The International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) will reimburse ICCROM staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that these employees have paid on ICCROM income as specified below.

An income tax equalization charge will be payable by the United States Government as a part of its annual payment to ICCROM to compensate ICCROM for the expenditures it has made. This charge will cover actual reimbursements made by ICCROM for United States federal income taxes on the categories of ICCROM income specified below:

Basic Salary;
Post Allowance that is based on the cost of living;
Travel on Appointment or on Separation;

Installation Allowance;
Removal, Shipment or Storage of Household effects;
Education Allowance and Education Travel Grant;
Home Leave Travel;
Travel on Annual Leave from Designated Duty Station;
Family Visit Travel;
Representation;
Language Allowance;
Dependency Grant

The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

This Agreement does not cover ICCROM employees who are paid from voluntary funds, nor income from any source other than from ICCROM.

ICCROM will maintain separate accounting of the tax reimbursements covered by this Agreement. To help insure the accountability of the program, ICCROM, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks. The United States Government, subject to the availability of funds, will reimburse ICCROM on the basis of a certification that reimbursements have been made by ICCROM to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total of ICCROM income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of ICCROM income specified above. The amount of income tax that the United States

Government will reimburse for each taxpayer will not exceed the United States federal income tax that would be due on the aggregate of the amounts of ICCROM income if that were the taxpayer's only income, after taking into account any special tax benefits available to United States taxpayers employed abroad as well as the deductions and personal exemptions generally allowed.

This Agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by ICCROM on taxes paid on income earned in 1981 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

Your concurrence in the above text by letter will constitute the agreement between the United States and the International Centre for the Study of the Preservation and the Restoration of Cultural Property formalizing the tax reimbursement procedure which will enter into force as of January 1, 1981.

Sincerely,

Robert P Paganelli

Robert P. Paganelli
Chargé d'affaires ad interim

The Director of the International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) to the American Chargé d'Affaires ad interim

INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND THE RESTORATION OF CULTURAL PROPERTY
CENTRE INTERNATIONAL D'ETUDES POUR LA CONSERVATION ET LA RESTAURATION DES BIENS CULTURELS

ICCROM

Ref.N. ADM: 1702/81/BMP/ff/gb

Rome, 4 May 1981

Mr. Robert P. Paganelli
Chargé d'affaires ad interim
Embassy of the United States of America
Via Vittorio Veneto 119/A
00187 Rome

Dear Mr. Paganelli,

I have the honor to acknowledge receipt of your letter of the 1st April 1981 concerning the reimbursement of the International Centre for the Study of the Preservation and the Restoration of Cultural Property for the amounts paid to its employees who are liable for the payment to the United States for income taxes. The proposed agreement is set out in the following text :

The International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) will reimburse ICCROM staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that become required to be paid on ICCROM income as specified below.

An income tax equalization charge will be payable by the United States Government as a part of its annual payment to ICCROM to compensate ICCROM for the expenditures it has made. This charge will cover actual reimbursements made by ICCROM for United States federal income taxes on the categories of ICCROM income specified below :

Basic salary;
Post Allowance that is based on the cost of living;
Travel on Appointment or on Separation;
Installation Allowance;
Removal, Shipment or Storage of Household effects;
Education Allowance and Education Travel Grant;
Home Leave Travel;
Travel on Annual Leave from Designated Duty Station;
Family Visit Travel;
Representation;
Language Allowance;
Dependency Grant.

The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

This Agreement does not cover ICCROM employees who are paid from voluntary funds, nor income from any source other than from ICCROM.

ICCROM will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, ICCROM, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks. The United States Government, subject to the availability of funds, will reimburse ICCROM on the basis of a certification that reimbursements have been made by ICCROM to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total of ICCROM income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of ICCROM income specified above. The amount of income tax that the United States Government will reimburse for each taxpayer will not exceed the United States federal income tax that would be due on the aggregate of the amounts of ICCROM income if that were the taxpayer's only income, after taking into account any special tax benefits available to United States employed persons as well as the deductions and personal exemptions generally allowed.

This Agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by ICCROM on taxes paid or income earned in 1981 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

I am pleased to indicate my concurrence in the above text and my acceptance that this exchange of letters constitutes the Agreement between the United States Government and the International Centre for the Study of the Preserv-

ation and the Restoration of Cultural Property formalizing the tax reimburse-
ment procedure which will enter into force as of January 1, 1981.

Sincerely,

Bernard M. Feilden
Director

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-466

10156

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10156

FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Signed at Monrovia May 7, 1931

S.9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia May 7, 1981;
Entered into force June 29, 1981.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF LIBERIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, OR GUARANTEED
BY THE UNITED STATES GOVERNMENT
AND ITS AGENCIES

The United States of America (the "United States")

and the Republic of Liberia ("Liberia") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Liberia's Debts, signed in Paris on December 19, 1980, among representatives of certain nations, including the United States, and agreed to by the representative of Liberia, hereinafter referred to as the "Minute" and annexed hereto as Annex D, the United States and Liberia hereby agree to consolidate and reschedule certain Liberian debts which are owed to or guaranteed by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by four separate agreements (the "Implementing Agreements"), between Liberia and the United States, with respect to PL-480[1] Agreements, and between Liberia and each of the following United States Agencies: the Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Liberia.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements listed in Annex A which have maturities falling due during the Consolidation Period and which relate to:

   (a) Commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

   (b) Loans from the United States or its Agencies to the Government of Liberia or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. "Debt" means the sum of principal, interest and fees falling due during the Consolidation Period and not yet paid with respect to the Contracts.

3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1980 through December 31, 1981.

5. "Interest" means interest on Debt due and payable in accordance with the terms of the Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rates specified in Article III(1)(b) and Article III(2)(b) of this Agreement which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Liberia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $5.8 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $580 thousand plus Interest. Principal payments are payable on each March 31 and September 30, commencing on March 31, 1985, with the final installment payable on September 30, 1989.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, 8.75 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Export-Import Bank of the United States, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. All

Interest payable with respect to the Consolidated Debt shall be payable semi-annually on March 31 and September 30 of each year commencing on September 30, 1981.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and to each Agency is attached hereto as Annex B.

2. Liberia agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $640 thousand shall be repaid in four equal annual payments of approximately $160 thousand, plus Interest, the first payment to be made on December 31, 1981, and the three following payments to be made respectively on July 31, 1982; July 31, 1983; and July 31, 1984.

(b) The rate of Interest on Non-consolidated debt and on any due but unpaid Interest accruing thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with

respect to PL-480 agreements, 8.75 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Export-Import Bank of the United States and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. All Interest payable with respect to the Non-consolidated Debt portion shall be payable in four installments, with the first payment to be made on December 31, 1981, and successive payments due on July 31, 1982; July 31, 1983; and July 31, 1984.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each Agency is attached hereto as Annex C.

4. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with December 31, 1981, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period. It is further understood that should Air Liberia sell the Boeing 737 jet aircraft which it

financed in part under Eximbank Credit No. 6449, the proceeds of such sale shall be first applied to prepay the outstanding indebtedness of Liberia under Credit 6449 and any amounts relating thereto which have been included in the Consolidated and Non-consolidated Debt.

ARTICLE IV

General Provisions

1. Liberia agrees to grant the United States and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

This Agreement shall enter into force upon receipt by Liberia of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Monrovia, Liberia, in duplicate, this seventh day of May, 1981.

FOR THE UNITED STATES OF AMERICA:

Donald W. Born[2]

FOR THE REPUBLIC OF LIBERIA:

J. Rudolph Johnson[3]

---

[1] June 29, 1981.
[2] Donald W. Born.
[3] J. Rudolph Johnson.
[Footnotes added by the Department of State.]

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers:

669-H-004A	669-H-010	669-H-018
669-H-004B	669-H-011	669-H-019
669-H-005	669-H-012	669-H-020
669-H-006A	669-H-013	669-H-021
669-H-006B	669-H-014	669-T-022
669-H-007A	669-H-015	669-T-024
669-H-007B	669-H-016	669-T-025
669-H-008	669-H-017	669-W-023
669-H-009	669-H-017A	

P.L. 480

Agreements Dated:

January 6, 1966
October 23, 1967
June 24, 1970
April 26, 1972

Export-Import Bank

Loan Numbers:

5621
6449

Department of Defense

Loan Agreements dated:

June 29, 1972 (721D)	September 30, 1977 (771G)
June 28, 1975 (751D)	September 19, 1978 (781G)
June 30, 1976 (761G)	April 19, 1979 (791G)

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	3.16
PL-480	0.27
Export-Import Bank	0.65
Department of Defense	1.72
TOTAL	5.80

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	0.35
PL-480	0.03
Export-Import Bank	0.07
Department of Defense	0.19
TOTAL	0.64

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX D

AGREED MINUTE

ON THE CONSOLIDATION OF LIBERIA'S DEBT

I. PREAMBLE.

1. Representatives of the Governments of France, Federal Republic of Germany, Italy, Japan, Norway, United Kingdom, United States of America and Sweden hereinafter called " the participating Creditor Countries " met in Paris on December 18 and 19, 1980 with the representatives of the Government of Liberia in order to examine the request for alleviation of that country's external debt service obligation.
Observers of the Governments of Austria, Belgium and Switzerland and observers of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of European Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The representatives of Liberia underlined the current difficulties faced by their country and the strong determination of their Government to restore government finance on a sound basis and to achieve the objectives of the stabilization program underlying the arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Liberia and the major elements of the economic stabilization program undertaken by the Government of Liberia and supported by the stand-by arrangement with the International Monetary Fund approved by the executive board of the Fund on September 15, 1980 and revised on December 12,1980. This arrangement, applying to the period ending September 15, 1982 involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries expressed their satisfaction with the economic and financial program undertaken by the Government of Liberia and stressed the importance they attach to the continuing and full implementation of the program, in particular to the implementation of tight fiscal policies an strict control of the financial operations of the public corporations

READEX FICHE best copy available

II. RECOMMENDATIONS ON TERMS.

Mindful of the serious payments difficulties faced by Liberia, the representatives of the participating creditor countries agreed to recommend that their Governments or appropriate governmental institutions provide, through rescheduling or refinancing, debt relief for Liberia's debt on the following terms :

1. Debts concerned.

The debt service ("the debts") to which this reorganization will apply is that resulting from :

a). Commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed or insured by governmental agencies of the participating creditor countries, which credits had original maturities of more than one year and which were extended pursuant to a contract or other financial arrangement concluded before January 1, 1980.

b). Loans from Governments or agencies of the participating creditor countries to the Government of Liberia or covered by its guarantee which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. Terms of the consolidation.

The debt relief will apply as follows :

a)90 % of the principal and interest of payments originally due from July 1, 1980 through December 31, 1981 (the "reorganization period") and not paid on the "debts" will be rescheduled or refinanced.

b)Repayment by Liberia of the corresponding sums will be made in ten equal and successive semi annual payments, the first payment to be made on March 31, 1985 (the end of the "grace period") and the final payment to be made Septcmber 30, 1989 (the end of the "repayment period").

c)Payment of the remaining 10 % principal and interest will be made in four equal annual payments, the first payment to be made on December 31, 1981 and the three following payments to be made respectively on July 31, 1982, July 31, 1983 and July 31, 1984.

3. Rate of interest.

The rate and terms of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Liberia and the Government of each participating creditor country.

III. GENERAL RECOMMENDATIONS.

1. In order to secure comparable treatment of public and private external creditors on their debts with the Government of Liberia or guaranteed by this Government, the representatives of the Government of Liberia stated that their Government will seek to secure from private external creditors particularly banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of Liberia will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Liberia undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on comparable debts.

4. The provisions set forth in this minute do not apply to countries with respect to which aggregate principal and interest payment due on the debts during the reorganization period are less than S.D.R. 500,000.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agreed to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Liberia which implements this agreed minute. The Government of Liberia acknowledges this arrangement. Each of the participating creditor countries agreed to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Liberia acknowledges this arrangement.

IV IMPLEMENTATION.

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Liberia on the basis of the following principles:

1. The Government of each participating creditor country will :

- refinance debts by placing new funds at the disposal of Liberia at the same time and for the above mentionned percentage of payments on the debts due under existing payment scheduled during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements.

3. The Government of Liberia undertakes to pay the amounts in principal and interest due as of June 30, 1980 as soon as possible and in any case no later than the signature of the bilateral agreements.

4. The representatives of the Governments of each of the participating countries and of the Government of Liberia agreed to recommend to their respective Governments that they intitiate bilateral negociations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 19 th day of December 1980 in two versions, English and French [1] both texts equally authentic.

The Chairman of the Paris Club

The head of the Liberian Delegation

Delegation of France

Delegation of the United Kingdom

Delegation of the Federal Republic of Germany

Delegation of the Kingdom of Norway

Delegation of Italy

Delegation of the United States of America

Delegation of Japan

Delegation of the Kingdom of Sweden

[1] French text not printed. [Footnote added by the Department of State.]

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-467

10157

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10157

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FINANCE

Consolidation and Rescheduling of Certain Debts

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Signed at Monrovia October 15, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia October 15, 1981;
Entered into force October 15, 1981.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF LIBERIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I[1] AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Liberia identified in Annex A attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between the United States of America and The Republic of Liberia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Monrovia, Liberia, on May 7, 1981,[2] and to the Understanding reached by certain creditor nations of The Republic of Liberia on December 19, 1980, and agreed to by The Republic of Liberia, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated May 7, 1981, and the Understanding reached on December 19, 1980, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year and due from July 1, 1980, through December 31, 1981, shall be repaid as follows:

(a) Principal and interest in the amount of $274,101.69 which consists of 90 percent of the payments due from July 1, 1980, through December 31, 1981, as listed in Annex A, referred to hereafter as the "Consolidated Debt" shall be repaid in ten equal semi-annual installments on March 31 and September 30 with the first payment due on March 31, 1985, and the last payment due on September 30, 1989, as shown in Annex B.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10156; 23 UST.

(b) Interest on the outstanding balance of the Consolidated Debt shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on September 30, 1981, and semi-annually thereafter on March 31 and September 30 with the last payment due on September 30, 1989, as shown in Annex B.

(c) Principal and interest in the amount of $30,455.74 which consists of 10 percent of the payments due from July 1, 1980, through December 31, 1981, listed in Annex A, referred to hereafter as the "Non-Consolidated Debt" shall be repaid in four equal annual installments with the first payment due December 31, 1981, and the three remaining payments to be made respectively on July 31, 1982, July 31, 1983 and July 31, 1984, as shown in Annex C.

(d) Interest on the outstanding balance of the Non-Consolidated Debt shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable on December 31, 1981, July 31, 1982, July 31, 1983 and July 31, 1984, as shown in Annex C.

(e) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annex B and Annex C. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(3) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(4) Done at Monrovia, Liberia, in duplicate the 15th day of October, 1981.

FOR THE REPUBLIC OF LIBERIA [1]

FOR THE UNITED STATES OF AMERICA [2]

[1] George K. Dunye.
[2] William Lacy Swing.

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JULY 1, 1980 AND DECEMBER 31, 1981
UNDER PL 480 TITLE I AGREEMENTS WITH
THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Delivery Year)	Payment Due Date	Principal	Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
01-06-66 (66)	04-28-81	$42,800.37	$ 6,420.06	$49,220.43	$44,298.38	$4,922.05
10-23-67 (68)	04-08-81	42,718.92	8,543.78	51,262.70	46,136.43	5,126.27
06-24-70 (70)	11-18-80	45,402.80	14,982.92	60,385.72	54,347.15	6,038.57
06-24-70 (70)	11-18-81	45,402.80	13,620.84	59,023.64	53,121.28	5,902.36
04-26-72 (72)	06-24-81	62,253.63	22,411.31	84,664.94	76,198.45	8,466.49
TOTALS		$238,578.52	$65,978.91	$304,557.43	$274,101.69	$30,455.74

TIAS 10157

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF LIBERIA

Repayment Schedule for the Consolidated Debt

Repayment Terms

Interest: 3 percent annually

Principal: 10 Equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
09-30-81	274,101.69	-0-	3,253.26	3,253.26
03-31-82	274,101.69	-0-	3,895.41	3,895.41
09-30-82	274,101.69	-0-	4,111.53	4,111.53
03-31-83	274,101.69	-0-	4,111.53	4,111.53
09-30-83	274,101.69	-0-	4,111.53	4,111.53
03-31-84	274,101.69	-0-	4,111.53	4,111.53
09-30-84	274,101.69	-0-	4,111.53	4,111.53
03-31-85	274,101.69	27,410.17	4,111.53	31,521.70
09-30-85	246,691.52	27,410.17	3,700.37	31,110.54
03-31-86	219,281.35	27,410.17	3,289.22	30,699.39
09-30-86	191,871.18	27,410.17	2,878.07	30,288.24
03-31-87	164,461.01	27,410.17	2,466.92	29,877.09
09-30-87	137,050.84	27,410.17	2,055.76	29,465.93
03-31-88	109,640.67	27,410.17	1,644.61	29,054.78
09-30-88	82,230.50	27,410.17	1,233.46	28,643.63
03-31-89	54,820.33	27,410.17	822.30	28,232.47
09-30-89	27,410.16	27,410.16	411.15	27,821.31
	TOTALS	274,101.69	$50,319.71	$324,421.40

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF LIBERIA

Repayment Schedule for the Non-Consolidated Debt

Repayment Terms

Interest: 3 Percent Annually

Principal: 4 Equal Annual Installments

Installment Due Date	Balance of Principal Outstanding	Principal	Interest	Total
12-31-81	30,455.74	7,613.94	568.00	8,181.94
07-31-82	22,841.80	7,613.94	685.25	8,299.19
07-31-83	15,227.86	7,613.94	456.84	8,070.78
07-31-84	7,613.92	7,613.92	228.42	7,842.34
	TOTALS	$30,455.74	$1,938.51	$32,394.25

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-468

10158

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10158

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ECONOMIC ASSISTANCE

Stability Grant

Agreements Between the
UNITED STATES OF AMERICA
and ISRAEL

Amending the Agreement of
December 3, 1980

Signed at Washington March 27, 1981

and

Signed at Washington July 1, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

ISRAEL

Economic Assistance: Stability Grant

Agreements amending the agreement of December 3, 1980.
Signed at Washington March 27, 1981;
Entered into force March 27, 1981.
And signed at Washington July 1, 1981;
Entered into force July 1, 1981.

Grant No. 271-K-616

FIRST AMENDMENT

TO

AGREEMENT OF DECEMBER 3, 1980

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: March 27, 1981

AMENDMENT, dated the 27 day of March, 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 3, 1980[1] (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Three Hundred Ninety-five Million United States Dollars ($395,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1981 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I "Three Hundred Ninety-five Million United States Dollars ($395,000,000)" is deleted and substituted therefore is the provision "Five Hundred Ninety Million United States Dollars ($590,000,000)", and

[1] TIAS 9941; 32 UST.

2. The paragraph under Section 3.1 shall be designated "(a)" and below it shall be inserted the following as paragraph "(b)":

"Thereafter, on March 27, 1981 A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Ninety-five Million United States Dollars ($195,000,00)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: [1]

Title:

UNITED STATES OF AMERICA

By: [2]

Title: Acting Assistant Admistrator
Bureau for Near East

[1] Dan Halpern.
Minister (Economic Affairs).
[2] Alfred D. White.

Grant No. 271-K-616 1

SECOND AMENDMENT

TO

AGREEMENT OF DECEMBER 3, 1980

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: July 1, 1981

AMENDMENT, dated the 1st day of July , 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 3, 1980, and an amendment to said agreement dated March 27, 1981 (the agreement as amended hereafter referred to as the "Agreement") pursuant to which A.I.D. agreed to grant Israel Five Hundred Ninety Million United States Dollars ($590,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1981 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. In Article I the words "Five Hundred Ninety Million United States Dollars ($590,000,000)" are deleted and the words "Seven Hundred Sixty-Four Million United States Dollars ($764,000,000)" are substituted in their place, and

2. A new paragraph Section 3.1(c) shall be added to read as follows:

> "Thereafter, on July 1, 1981 A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Seventy-Four Million United States Dollars ($174,000,00)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Dr. Halfon

Title: Minister (Economic Affairs)

UNITED STATES OF AMERICA

By: Alfred Atherton

Title: Acting Assistant Administrator
Bureau for Near East

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-469

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FREQUENCY MODULATION BROADCASTING

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
November 9, 1972, as Amended

Effected by Exchange of Notes
Signed at Mexico and Tlatelolco
February 18 and May 20, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Frequency Modulation Broadcasting

Agreement amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco February 18 and May 20, 1981;
Entered into force May 20, 1981.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., February 18, 1981

No. 363

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

	Channel No.	
City	Delete	Add
San Antonio, Texas	----	215A
Marana, Arizona	----	252A

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

[2]

His Excellency
Licenciado Jorge Castañeda y Alvarez de la Rosa
Secretary of Foreign Relations
Mexico, D. F.

---

[1] TIAS 7097, 8152, 8301, 8412, 9436, 9647; 24 UST 1815; 26 UST 2120; 27 UST 2012, 3944; 30 UST 3927; 31 UST.

[2] Julian Nava.

The Mexican Assistant Secretary of Foreign Relations to the American Chargé d'Affaires ad interim

Tlatelolco, D.F., a 20 de mayo de 1981.

Señor Encargado de Negocios:

316455 Tengo el honor de referirme a la atenta nota 363, fechada el 18 de febrero del año en curso, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Canal No. Supresión	Canal No. Adición
San Antonio, Texas	- - - - -	215 A
Marana, Arizona	- - - - -	252 A

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de Canal del Artículo 6, Sección C, del Acuerdo de 1972.

*****

A Su Excelencia el Señor
John Arthur Ferch,
Encargado de Negocios a. i.
de los Estados Unidos de América,
México, D.F.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y que entrará en vigor en la fecha de su respuesta".

En respuesta a la atenta nota arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 363 y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi muy alta consideración.

Alfonso de Rosenzweig Díaz

SUBSECRETARIO DE
RELACIONES EXTERIORES

TRANSLATION

Tlatelolco, D.F., May 20, 1981

Sir:

I have the honor to refer to note No. 363 of February 18, 1981 which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I take pleasure in informing you that the Government of Mexico concurs in the terms of the transcribed note and therefore agrees that note No. 363 and this reply shall constitute an agreement between our two governments modifying the Agreement of November 9, 1972, Concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Frequency Band, and entering into force on the date of this reply.

I avail mysef if this opportunity to renew Your Excellency the assurances of my very high consideration.

Alfonso de Rosenzweig Diaz

Assistant Secretary of Foreign Relations

His Excellency
John Arthur Ferch,
Charge d'Affaires ad interim
of the United States of America,
Mexico, D.F.

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and HONDURAS

Signed at Tegucigalpa May 22, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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HONDURAS

Agricultural Commodities

Agreement signed at Tegucigalpa May 22, 1981;
Entered into force May 22, 1981.

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE HONDURAS PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras convienen en la venta de productos agrícolas especificados en páginas posteriores. Forman parte de este Convenio el Preámbulo y los Capítulos I y III del Convenio firmado el 27 de febrero de 1979, junto con el Capítulo II abajo descrito:

CAPITULO II - CLAUSULAS PARTICULARES

ARTICULO I. Tabla de Productos

Producto / Commodity	Período de Suministro (Año Fiscal de los Estados Unidos) / Supply Period (United States Fiscal Year)	Cantidad Máxima Aproximada (Toneladas Métricas) / Approximate Maximum Quantity (Metric Tons)	Valor Máximo en el Mercado de de Exportación (Millones) / Maximum Export Market Value (Millions)
Trigo/Harina de Trigo (Base de Trigo)	1981	20,000	$3.8
Wheat/Wheat Flour (Wheat Basis)	1981	20,000	$3.8
TOTAL			$3.8

ARTICULO II. Términos de Pago: Crédito en Dólares

A. Pago Inicial - Cinco (5) Por Ciento.

B. Pago en Moneda Local - Ninguno.

C. Número de Pagos de Amortización - Diez y nueve (19).

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF HONDURAS FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Honduras agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the agreement signed February 27, 1979,[1] together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

ITEM II. Payment Terms: Dollar Credit (DC)

A. Initial Payment - Five (5) Per Cent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Nineteen (19).

[1] TIAS 9521; 30 UST 5695.

D. Monto de Cada Pago de Amortización - Montos aproximadamente iguales.

E. Fecha de Vencimiento del Primer Pago de Amortización - Dos (2) años a partir de la fecha de la última entrega de productos durante cada año calendario.

F. Tasa de Interés Inicial - Dos (2) Por Ciento.

G. Tasa de Interés Posterior - Tres (3) Por Ciento.

D. Amount of Each Installment Payment - Approximately equal amounts.

E. Due Date of First Installment Payment - Two (2) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) Per Cent.

G. Continuing Interest Rate - Three (3) Per Cent.

ARTICULO III. Tabla de Mercadeo Normal:

ITEM III. Usual Marketing Table

Producto / Commodity	Período de Importación (Año Fiscal de los E.U.) / Import Period (United States Fiscal Year)	Requisitos Normales de Mercadeo / Usual Marketing Requirement
Trigo/Harina de Trigo (Base de Trigo)	1981	51,000 Toneladas Métricas
Wheat/Wheat Flour (Wheat Basis)	1981	51,000 Metric Tons

ARTICULO IV. Limitaciones de Exportación

ITEM IV. Export Limitations

A. Período de Limitación de Exportación: El Período de limitación de exportación será el año fiscal 1981 de los Estados Unidos o cualquier otro año fiscal subsiguiente de los Estados Unidos durante el cual estén siendo importados o utilizados los productos financiados bajo este Convenio.

A. Export Limitation Period: the export limitation period shall be United States fiscal year 1981, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Productos a los que aplica las Limitaciones de Exportación: Para los propósitos del Capítulo I, Artículo III A (4) de este Convenio, los productos que no pueden ser exportados son: para el trigo/harina de trigo, trigo, harina de trigo, trigo aplastado, sémola, farina y bulgar (o

B. Commodities to which Export Limitations apply: For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a

los mismos productos bajo diferentes nombres).

different name).

ARTICULO V. Medidas de Autoayuda

ITEM V. Self-Help Measures

A. Al poner en ejecución estas medidas de autoayuda, deberá hacerse énfasis específico en contribuir directamente al desarrollo del progreso en las áreas rurales de escasos recursos y en permitir a la población pobre de estas áreas su participación activa en el aumento de la producción agrícola a través de la agricultura de pequeñas fincas.

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. El Gobierno de Honduras conviene en programas para las siguientes áreas:

B. The Government of Honduras agrees to programs in the following areas:

1. Aumentar el número y mejorar la calidad de profesionales adiestrados que trabajan en el sector agrícola, a través de la capacitación en servicio y becas.

1. Increase the number and improve the quality of trained professionals working in the agricultural sector through both participant and in-service training.

2. Fortalecer la universidad agrícola de Honduras (CURLA) y aumentar la cantidad de graduados de la misma universidad.

2. Strengthen the Honduran agricultural university (CURLA) and increase the quantity of graduates of that university.

3. Establecer un sistema efectivo de todo el sector agrícola para el análisis de política, planificación, contabilidad, coordinación, seguimiento de operaciones y evaluación a nivel central y regional.

3. Establish an effective sector-wide system for policy analysis, planning, budgeting, coordination, operations follow-up and evaluation at central and regional levels.

4. Reestructurar el servicio de extensión agrícola, incorporando líderes comunales paratécnicos dentro del programa de extensión y aumentar el número de agrónomos profesionales empleados en extensión.

4. Restructure the extension service, incorporating community leader paratechnicians into the extension program and increasing the number of professional agronomists employed in extension.

5. Reorientar la red de investigación agrícola para enfatizar el sistema de

5. Reorient the agricultural research network to emphasize farm system research carried out

investigación de fincas llevado a cabo en las tierras de pequeños agricultores.

6. Orientar al Banco Nacional de Desarrollo Agrícola para que sea un banco de desarrollo agrícola más eficiente, asistiendo el desarrollo de los pequeños agricultores.

7. Financiar proyectos pequeños de infraestructura en comunidades rurales tales como carreteras, irrigación, drenaje, reforestación y estructuras de almacenamiento.

8. Continuar prestando asistencia a las asociaciones cooperativas agrícolas.

9. Tomar medidas para mejorar la eficiencia administrativa de las instituciones públicas del sector agrícola.

10. Tomar acciones a fin de aumentar la eficiencia y efectividad en la aplicación de las regulaciones y leyes de la reforma agraria.

11. Asegurar la ejecución oportuna de las actividades contempladas bajo el Proyecto de Manejo de Recursos Naturales (522-0168).

ARTICULO VI. Fines de Desarrollo Económico para los Cuales el País Importador Utilizará los Fondos por la Venta de Trigo Importado Bajo este Convenio

A. Los fondos resultantes que acumule el país importador de la venta de productos financiados bajo este Convenio serán utilizados para financiar las medidas de autoayuda especificadas en este Convenio, y para

on small farmer's land.

6. Reorganize the National Agricultural Development Bank into an agricultural development bank focusing on small farmer development.

7. Finance small community infrastructure projects like roads, irrigation, drainage, reforestation, and storage structures.

8. Continue to provide assistance to agricultural cooperative associations.

9. Take measures to improve the administrative efficiency of the public agricultural sector institutions.

10. Undertake activities which will increase the efficiency and effectiveness of the land reform laws and regulations.

11. Assure the timely execution of the activities contemplated under the Natural Resources Management Project (522-0168).

ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the agriculture

los sectores de agricultura y de salud, de una manera orientada a aumentar el acceso de las personas de escasos recursos en el país receptor, a un adecuado y estable suministro de alimentos nutritivos.

B. En la utilización de los fondos resultantes para estos propósitos deberá darse énfasis en mejorar directamente el nivel de vida de la población de más escasos recursos del país receptor y su capacidad de participar en el desarrollo de su país.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para tal efecto, firman el presente Convenio en los idiomas inglés y español. En caso de discrepancia entre las versiones en inglés y en español de este Convenio, la versión en inglés será la que prevalezca.

Dado en Tegucigalpa a los 22 días del mes de mayo de 1981.

REPUBLICA DE HONDURAS

Lic. J. Ramón Galeas
Ministro de Hacienda y Credito Público
Por Ley
Minister of Finance and Public Credit
By Law

and health sectors in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement in English and Spanish languages. In the event of discrepancy between the English and Spanish versions of this Agreement, the English will prevail.

Done at Tegucigalpa this 22nd day of May, 1981.

UNITED STATES OF AMERICA

Jack R. Binns
Ambassador of the United States
of America
Embajador de los Estados Unidos
de America

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AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and SRI LANKA

Signed at Colombo May 29, 1981

with

Agreed Minutes

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SRI LANKA

Agricultural Commodities

Agreement signed at Colombo May 29, 1981;
Entered into force May 29, 1981.
With agreed minutes.

READEX FICHE best copy available

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, of the Title I Agreement signed March 25, 1975,[2] together with the following Part II:

Part II

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1981	100,000	$18.2
Total			$18.2

Item II. Payment Terms: (Convertible Local Currency Credit)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual amounts
5. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent per annum
7. Continuing Interest Rate - 3 percent per annum

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat and/or Wheat Flour (Grain Equivalent Basis)	1981	350,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8107; 26 UST 1244.

Item IV. Export Limitations:

A. The export limitation period shall be the United States fiscal year 1981 or any subsequent fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, ArticleIII A 4 of the Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name), except exports of up to 20,000 metric tons of wheat flour to Republic of Maldives are allowed.

Item V. Self-Help Measures:

A. The Government of Sri Lanka agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka agrees to:

1. Integrate Food and Agricultural Policy:

a. Undertake the development of an integrated national agriculture/food/nutrition strategy in basic foods and prepare a long-term (5-10 year), comprehensive investment plan which specifies domestic and external resources required for implementation of the strategy. The strategy will identify the necessary supporting policies for an integrated production, marketing, and consumption strategy.

b. The strategy should include a component of food production and food distribution policies directed toward alleviating malnutrition among lower income groups.

c. The strategy should include a review of the relationship among international food markets (including secondary crops), price fluctuations and national food reserves.

d. Emphasize data collection and statistical analysis to support the strategy, including estimates of agricultural production and consumption. Specifically, data should be collected and analyzed on household food consumption and expenditure.

e. Provide increased training for management and technical staff in the appropriate government agencies in the analytical procedures and organizational mechanisms needed to establish integrated national agricultural/food/nutrition strategy.

2. Applied Agricultural Research:

a. Carry out research studies covering the internal marketing, distribution, and transportation systems for agricultural commodities needed to assure adequate supplies in all parts of the country.

b. Find methods and technology for accelerating applied research on food and agricultural crops with particular emphasis given to finding higher yielding varieties, to determining fertilizer requirements, to finding new planting and cropping methods and to improving soil management practices.

3. Storage of Grain:

a. Upgrade storage, handling, and distribution of agricultural commodities at the national, regional, and on-farm level.

b. Reduce losses due to pests and spoilage.

4. Resource Management:

Upgrade reforestation and dry land and watershed management programs. Improve water management practices in new and existing irrigated lands by the implementation of farmer training programs in water management.

Item VI. Economic Development Purposes For Which Proceeds Accruing to Importing Country Are To Be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the agriculture and rural development budget sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Colombo this twenty-ninth day of May 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harry A. Cahill
Chargé d'Affaires a.i.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

Dr. W. M. Tilakaratna
Secretary
Ministry of Finance and Planning

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, Sri Lanka

May 29, 1981

Mr. Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning
Colombo

Dear Mr. Weerakoon:

This letter constitutes the agreed minutes of our negotiations on The Agreement between our Governments to be signed in May 1981, for the sale of wheat under the United States Public Law 480 Title I sales program.

Discussions began with a general review of the provisions of Public Law 480 and AIDTO Circular A-487, dated July 6, 1974, the contents of which are incorporated herein by reference. It was further understood and agreed that:

(1) The Government of Sri Lanka will provide the following information at least five working days before signing The Agreement: (i) type and grade of commodity to be purchased in accordance with official United States standards; (ii) proposed contracting schedules and schedules for deliveries to vessels at United States ports; (iii) names and addresses of Sri Lankan and United States commercial banks through which letters of credit for commodity and ocean freight will be openened, and (iv) assurance that appropriate authorities of the Government of Sri Lanka are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under The Agreement.

(2) Reports required under Part I of the March 25, 1975, Agreement will be prepared in a timely manner and will be complete and responsive. They include quarterly reports on compliance, arrival and shipping information (ADP sheets) (Article III D), and annual reports on self-help (Article III (C)), and use of sales proceeds (Article II (F)). The

self-help report will address the specific measures set forth in Part II, Item V of The Agreement to be signed in May and the use of sales proceeds will address the specific measures set forth in Part II, Item VI. The Government of Sri Lanka will seek to submit these reports to the Embassy in accordance with the following schedule:

Quarterly Compliance Report	--	20 days after the end of each quarter
Arrival and Shipping Information	--	30 days after receiving sheets to be completed
Annual Self-Help Report	--	November 1 each year
Local Currency Sales Proceeds Report	--	November 1 each year

The Government of Sri Lanka agrees to satisfy the following benchmarks in meeting the self-help objectives:

1. Submit by September 30, 1981 an outline of proposed content and approach for developing an integrated Agriculture/Food/Nutrition strategy paper.

2. (A) Agree to conduct a comprehensive marketing study with USAID support if necessary.

   (B) Identify methods and technology, in progress or planned, for improving agricultural practices (i.e., higher yielding varieties, fertilizer requirements, cropping and soil management).

   (C) Report on progress on A and B in the Annual Self-Help Report.

(3) Measures, as may be mutually agreed, will be taken by the Government of Sri Lanka prior to delivery for the identification and publicity of wheat to be received as being made available on a concessional basis to the Government of Sri Lanka by the people of the United States.

(4) Sri Lanka will continue commercial imports of wheat from the United States and third countries during FY 1981 in keeping with section 103(0) of PL 480 and Part I, Article III(A) (2) of The Agreement. It will take steps to assure that the United States obtains a fair share of any increase in commercial purchases of wheat.

(5) Sections 106(B) and 109(A) of PL 480 require that consideration be given to the extent to which self-help measures are being taken to increase per capita production and improve means for storage and distribution of agricultural commodities so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultral production through small farm agriculture; and use of proceeds for purposes which directly improve the lives of the poorest people and their capacity to participate in development. These requirements are reflected in The Agreement text Part II, Items V and VI and the required reports described in item 2 of these minutes.

(6) The Government of Sri Lanka has made arrangements to relay to the Sri Lanka Embassy in Washington all instructions, information and authority necessary to ensure timely implementation of The Agreement, including: (i) type and grade of commodity to be purchased in accordance with official United States standards, (ii) proposed contracting schedules and schedules for deliveries to vessels, (iii) the names and addresses of Sri Lankan and United States commercial banks through which letters of credit for commodity and ocean freight will be opened, (iv) authority to make prompt transfers of funds to cover ocean freight costs on commodities purchased under The Agreement, (v) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing or shipping agent if applicable), and instructions to contact the Programs Operations Division, Export Credits, Foreign Agricultural Service, United States Department of Agriculture, telephone (202) 447-5780 for further assistance in implementing The Agreement.

(7) Purchases of food commodities under The Agreement must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of bids

(offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(8) The terms of all Invitations for Bids (including IFB's for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service, Export Credits, United States Department of Agriculture, prior to issuance.

(9) The Government of Sri Lanka must notify the General Sales Manager, Foreign Agricultural Service, Export Credits, United States Department of Agriculture in writing of nomination of any purchasing or shipping agent to procure commodities or arrange ocean transportation under The Agreement and provide a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service in accordance with regulatory standards designed to eliminate potential conflicts of interest.

(10) Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for both commodity and ocean freight are not available at the time of loading. This can result in costly claims for the account of the Government of Sri Lanka by commodity suppliers for carrying charges and by vessel owners for demurrage.

(11) Letters of credit for one hundred (100) percent of ocean freight must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in United States dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party, or booking rate. Where the ocean freight contract provides for demurrage and dispatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less dispatch of any, should be paid promptly to the carrier upon completion of the laytime statement. In the event of dispute as to the amount of dispatch, the owner should receive the ten (10) percent less disputed dispatch or, if there is demurrage, the full ten (10) percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

(12) Appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the United States commercial bank(s) previously named by the Government of Sri Lanka as soon as commodities are purchased and ocean freight booked.

(13) The dollar value of The Agreement is the maximum export value and will control the size of actual purchases. If unit prices become higher than those projected in The Agreement, total purchases will be limited to the dollar value specified in The Agreement.

(14) Wheat bran, offals and middlings are excluded from the list of commodities that may not be exported under Part II, Item IV, of The Agreement.

Sincerely,

Marvin J. Hoffenberg
First Secretary
American Embassy

I concur with the above text

Ronnie Weerakoon, Director
Department of External Resources
Ministry of Finance and Planning

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-626

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EDUCATION

Memorandum of Understanding Between the UNITED STATES OF AMERICA and the REPUBLIC OF KOREA

Signed at Seoul October 28, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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REPUBLIC OF KOREA

Education

Memorandum of understanding signed at Seoul October 28, 1981;
Entered into force October 28, 1981.

MEMORANDUM OF UNDERSTANDING ON EDUCATION BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA

Desiring to promote better understanding between the peoples of the United States and the Republic of Korea, and to celebrate the forthcoming centennial year which commemorates the opening of official diplomatic relations between the two countries;

Recalling the Joint communique of February 2, 1981[1] issued by the President of the United States and the President of the Republic of Korea which called for the further promotion of mutual understanding and exchanges between the two peoples;

and recognizing that the peoples of the United States and the Republic of Korea share similar, deeply held values about life, freedom, the dignity of the individual and the search for knowledge;

The parties to this agreement have, therefore, agreed as follows:

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[1] *Department of State Bulletin*, Mar., 1981, p. 14.

Article I

GENERAL PRINCIPLES

The parties shall enhance and expand cooperative efforts in education according to the following general principles:

A. The parties will encourage and develop exchanges and cooperation in the field of education on the basis of equity, mutual benefit, and reciprocity.

B. Such exchanges and cooperation shall be subject to the constitutions and applicable laws and regulations of the respective countries. Within this framework, the parties shall make every effort to promote favorable conditions for the fulfillment of these exchanges and cooperation.

C. The activities undertaken as part of this Memorandum will be conducted in the United States by the U.S. Department of Education and in Korea by the Korean Ministry of Education.

D. The cooperation provided for in the Memorandum shall seek to emphasize new areas for exchanges and joint activities, avoiding duplication of existing programs in the field of education.

Article II

METHODS OF COOPERATION

A. In carrying out the general principles of this Memorandum the parties will:

1. Provide for mutually beneficial educational activities involving:

researchers and faculty members for study and research; professors and teachers to lecture, offer instruction, and conduct research; and specialists and delegations in various fields of education; and

2. Facilitate exchange of information and linkages between appropriate organizations through sharing of educational and teaching materials, including textbooks, syllabi and curricula, materials and methodology, samples of teaching, instruments, and visual aids.

B. The parties shall emphasize the study and teaching of each other's language and culture through the development of exchanges and cooperation listed above and through other mutually agreed measures.

C. The parties shall also encourage and facilitate the establishment of direct relationships between institutions and individuals in the two countries that are not within the direct jurisdiction of the parties or their implementing bodies.

Article III

ORGANIZATION AND COOPERATION

A. The executive agency of the United States of America shall be the U.S. Department of Education, in consultation with the U.S. Department of State, and the U.S. International Communication Agency. The executive agency which will be responsible for fulfilling the terms of this agreement for the Republic of Korea shall be the Korean Ministry of Education, in consultation with the Korean Ministry of Foreign Affairs.

B. The representatives of these agencies will meet periodically to review the implementation of exchanges and cooperation and to develop specific programs of exchanges. At these meetings, which may include representatives of other interested organizations as appropriate, they will also exchange views on the status of educational and cultural cooperation between the two countries. The preparation of such meetings, their timing and their agenda, will be established through diplomatic channels.

Article IV

METHOD OF IMPLEMENTATION

A. In implementation of various provisions of this Memorandum the parties have established a program of exchanges for the two-year period 1982-84, which is annexed to and constitutes an integral part of this Memorandum.

B. As specified in Article 1, Section C, these activities shall be conducted by the Department of Education of the United States of America and the Ministry of Education of the Republic of Korea.

Article V

FINANCING

Both parties agree that the financing of the programs provided for in this Memorandum shall be drawn from the funds allocated in the budget for their respective agencies, subject to the availability of funds and laws and regulations of both countries.

In general, each side shall bear the costs of its participation.

Article VI

TERMS OF MEMORANDUM

This Memorandum shall enter into force upon signature and remain in force until September 30, 1984, after which it will continue for successive three-year periods unless one party notifies the other of the termination thereof not less than six months prior to its expiration.

Done on 28th October, 1981 in Seoul duplicate, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard L. Walker [1]

SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

Kyu Ho Rhee [2]

[SEAL]

[1] Richard L. Walker.
[2] Kyu Ho Rhee.

ANNEX

PROGRAM OF EXCHANGES FOR 1982-84

In implementation of various provisions of the Memorandum of Understanding between the United States of America and the Republic of Korea signed at Seoul on 28th October 1981, the parties have agreed on the following programs of exchanges for the period of October 20, 1981 to September 30, 1984.

EXCHANGES

1. The U S. Department of Education will sponsor a six-week seminar in Korea during the summer of 1982 for up to 10 United States teachers of the Korean language to improve the participants' fluency in the Korean language and to update their knowledge of Korean culture.

2. The Korean Ministry of Education will sponsor a six-week seminar in the United States during the summer of 1982 for 40 Korean English teachers to improve the participants' fluency in the English language and to increase their knowledge of American culture.

3. The U.S. Department of Education will sponsor a six-week seminar in Korea during the summer of 1982 for 10 to 15 United States social studies, history and civilization teachers, supervisors, and curriculum development personnel. The seminar would include a survey of Korean history, institutions and culture, leading to the development of instructional materials for use in the participants' schools.

4. The Korean Ministry of Education will sponsor a two-week seminar in Korea during the summer of 1982 for 20 United States textbook authors on social studies, history and civilization. The

seminar would include a survey of Korean history, institutions and culture.

5. The U.S. Department of Education will provide the opportunity to United States school districts, state departments of education, or consortia of teacher training institutions to bring up to five Korean curriculum specialists to the United States for an academic year beginning in 1982 to assist state departments of education and elementary and secondary school systems to improve curriculum materials relating to Korean culture and languages. These specialists will be assisted on the United States side to carry out research and study on the United States educational system, as appropriate.

6. The Korean Ministry of Education will support Korean Studies programs in United States colleges for the purpose of encouraging better understanding of Korean culture.

7. The U. S. Department of Education and the Korean Ministry of Education will each sponsor a ten-person delegation of educational specialists to learn about progress and developments, to exchange curriculum materials and to explore possibilities for joint research in the following areas:

a. Vocational Education

b. Adult Education

c. Computer-assisted Instruction

d. Education for the Handicapped

e. Educational Testing

f. Pre-school Education

g. Arts Education

h. Educational Television

i. Science Education

8. The U.S. Department of Education and the Korean Ministry of Education will exchange books and other materials and will encourage institutions in the two countries to exchange materials.

9. A symposium on foreign language instruction will be held in 1983 in Washington D.C., for specialists and educators from Korea in the field of English teaching, and a second in 1984 in Seoul, Korea for United States specialists and educators in the field of teaching the Korean language. Equal numbers of delegates shall be designated by the respective countries.

10. The U.S. Department of Education and the Korean Ministry of Education will promote the exchange of gifted elementary school children's art.

미합중국 정부와 대한민국 정부간의 교육에 관한 양해각서

미합중국 국민과 대한민국 국민간의 이해를 일층 증진할 것을 희망하고, 양국간의 공식 외교관계 수립을 기념하는 다가올 100주년을 축하하며,

양국 국민간의 상호 이해와 고류를 더욱 증진시킬 것을 요구하는 미합중국 대통령과 대한민국 대통령의 1981년 2월 2일자 공동성명을 상기하면서, 또한

미합중국과 대한민국 국민은 생명, 자유, 개인의 존엄성과 지식의 탐구에 관하여 유사하고 유대깊은 가치를 공유하고 있음을 인식하면서,

본 협정의 당사국은 다음과 같이 합의하였다.

제 1 조
일반원칙

당사국은 다음과 같은 일반원칙에 따라 교육에 있어서의 공동노력을 고양하고 확대한다.

가. 당사국은 평등, 호혜 및 상호주의에 입각하여 교육분야에 있어서 교류와 협력을 장려하고 발전시킨다.

나. 상기 교류와 협력은 각국의 헌법과 유효한 법령에 따른다. 동 법령의 범위내에서 당사국은 상기 교류와 협력을 이행하기 위한 유리한 조건을 증진하기 위하여 모든 노력을 경주한다.

다. 본 [illegible]서의 일부로서 착수되는 사업은 미합중국에서는 연방 교육성이, 대한민국에서는 문교부가 수행한다.

라. 본 각서에 규정된 협력은 교육분야에 있어서의 기존 계획의 중복을 피하면서 교류와 공동사업을 위한 새로운 분야에 중점을 두도록 한다.

제 2 조

협력방법

1. 본 각서의 일반원칙을 수행함에 있어서, 당사국은 :

가. 학습과 연구를 위한 연구원과 교직원, 강의와 연구를 행할 교수와 교사, 교육의 제분야에 있어서의 전문가와 대표단을 포함하는 상호 유익한 교육활동을 제공한다. 또한,

나. 교과서, 교수요목 및 교육과정, 교육 방법론에 관한 교재, 교수표본, 교구와 시청각교재를 포함하는 교육 및 교수자료의 교환을 통한 해당기관간의 정보 교환과 유대를 촉진한다.

2. 당사국은 상기에 열거된 교류와 협력을 발전시키고 여타 상호 합의된 방법을 통하여 상대국의 언어와 문화에 대한 연구와 교수에 중점을 둔다.

3. 당사국은 또한 그들 당사국 혹은 당사국의 집행기구의 직접적인 관할하에 있지 않은 양국 기관과 개인간의 직접적인 상호관계 수립을 조장하고 촉진한다.

제 3 조
조직 및 협력

1. 본 협정의 규정을 이행하기 위한 집행기관은 미국의 경우 연방교육성으로, 협의기관은 국무성 및 국제교류처로 하며, 대한민국의 경우 집행기관은 문교부로, 협의기관은 외무부로 한다.

2. 동 집행기관의 대표들은 교류와 협력의 이행을 검토하고 특정 교류 계획을 발전시키기 위하여 정기적으로 회합한다. 여타 관련기구의 대표들도 적절히 참가할 수 있는 동 회합에서는 양국간의 교육 및 문화협력에 관하여 의견을 교환한다.

동 회합의 준비, 시기 및 의제는 외교경로를 통하여 결정된다.

제 4 조

이행방법

1. 본 각서의 제규정을 이행함에 있어 당사국은 1982-84년 2년 기간동안의 교류 계획을 수립하였으며, 이는 본 각서에 부속되며 동 각서와 불가분의 일부분을 구성한다.

2. 제1조 다항에 명시된 바와 같이 동 사업은 미합중국의 연방교육성과 대한민국의 문교부가 시행한다.

제 5 조

재 정

양 당사국은, 본 각서에 규정된 계획의 재정은 기금의 가용성과 양국의 법령에 따라, 그들 각기관의 예산에 할당된 기금으로부터 지급될 것에 합의한다. 일반적으로 각 당사국은 참가에 따른 비용을 각자 부담한다.

제 6 조

교서의 기한

본 교서는 서명시 발효되며, 1984년 9월 30일까지 유효하되 그 이후 일방당사국이 본 교서의 만료 6개월전에 그 폐기를 타방 당사국에 통고하지 아니하는 한 계속하여 3년간 유효하다.

1981년 10월 28일 서울 에서 동등히 정본인 영어 및 한국어본 각 2부를 작성하였다.

미합중국정부를 위하여

Richard L. Walker

대한민국정부를 위하여

이 범 호

부 속 서

1982-84년도 교류 계획

미합중국과 대한민국간에 1981년 10월 28일자로 서울에서 서명된 양해각서의 제규정을 이행함에 있어서, 당사국은 1981년 10월 20일 부터 1984년 9월 30일간의 다음과 같은 교류 계획에 합의하였다.

교 류

1. 미합중국 연방교육성은 10명이내의 미국인 한국어 교사에 대하여 1982년 하기기간동안 한국어 언어능력 향상과 한국 문화에 관한 지식 증진을 위하여 한국에서의 6주간의 세미나를 후원한다.

2. 대한민국 문교부는 1982년 하기기간중 40명의 한국인 영어 교사에게 영어능력 향상과 미국문화의 지식증진을 위하여 미국에서의 6주간의 세미나를 후원한다.

3. 미합중국 교육성은 1982년 하기기간중 10-15명의 미국인 사회생활, 역사 및 문화사 교사, 장학사 및 교육과정 전문가들에게 한국에서의 6주간의 세미나를 후원한다. 본 세미나에는 참석자들의 학교에서 사용할 교수자료를 개발할 수 있도록 한국의 역사, 제도 및 문화의 연구가 포함된다.

4. 대한민국 문교부는 1982년 하기기간중 20명의 미국인 사회생활, 역사 및 문화교과서 저자들에게 한국에서의 2주간의 세미나를 후원한다. 본 세미나는 한국의 역사, 제도 및 문화의 연구를 포함한다.

5. 미합중국 연방교육성은 연방 교육위원회, 주 교육청 및 교사 연수기관협회가 5명이내의 한국인 교육과정 전문가들을 1982학년도 초학기에 미국에 초청하여 한국문화와 언어에 관련된 교육과정 자료들을 개선시키도록 주 교육청과 초중등 교육기관들을 보조할 기회를 제공한다.
이 전문가들이 세미중 미국의 교육제도에 관한 연구 및 학습을 심시할 필요가 있다고 판단될 때에는 연방교육성이 이들 연구활동을 위하여 협력을 제공한다.

6. 대한민국 문교부는 미국의 대학교에서 한국의 문화에 대한 이해를 증진시키기 위한 한국학 프로그램을 지원한다.

7. 미합중국 연방교육성과 대한민국 문교부는 다음 각 분야에서의 진행과 발전에 관한 학습, 교과과정 자료의 교환 및 공동연구의 가능성 모색을 위한 10명의 교육전문가 위원단을 각각 지원한다.

가. 직업교육
나. 성인교육
다. 컴퓨터 강좌
라. 신체장애자 교육
마. 교육평가
바. 취학전 교육
사. 예술교육
아. 교육텔레비젼
자. 과학교육

8. 미합중국 교육성과 대한민국 문교부는 교재와 기타 자료를 교환하고 양국의 기관들이 동자료를 교환하도록 장려한다.

9. 1983년 워싱톤에서 영어 교습분야의 한국전문가와 교육자를 위하여, 또한 1984년 서울에서 한국어 교습분야의 미국인 전문가와 교육자들을 위하여 각국 외국어 교습에 관한 심포지움을 개최한다. 각국은 동수의 대표단을 임명한다.

10. 미합중국 연방교육성과 대한민국 문교부는 예능에 자질이 있는 국민학교 어린이들의 예술교환을 장려한다.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-627

10164

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10164

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HIGH SEAS FISHERIES OF THE NORTH PACIFIC OCEAN

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and JAPAN

Relating to the Protocol
of April 25, 1978

Signed at Washington June 3, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

JAPAN

High Seas Fisheries of the North Pacific Ocean

Memorandum of understanding relating to the protocol of April 25, 1978.
Signed at Washington June 3, 1981;
Entered into force June 3, 1981.

MEMORANDUM OF UNDERSTANDING

The Representatives of the Government of the United States of America and the Government of Japan have agreed to record the following in connection with Article X and Paragraph 1(c) of the Annex to the International Convention for the High Seas Fisheries of the North Pacific Ocean, as amended[1] (hereinafter referred to as "the Convention") by the Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean signed on April 25, 1978.[2] This memorandum of understanding is intended to cover the period until June 9, 1984, and as long as the Japanese gillnet salmon fishing vessels are permitted to fish in the United States Fishery Conservation Zone (hereinafter referred to as "the U.S. FCZ").

1. The Government of Japan will provide the following statistical data to the Government of the United States within six months of annual termination of the fishery:

(a) For the mothership gillnet salmon fishery, number and species of all marine mammals, particularly Dall's porpoise (Phocoenoides dalli), taken by 1° x 1° INPFC statistical area and 10-day period.

(b) For the land-based gillnet salmon fishery, number and species of all marine mammals, particularly Dall's porpoise, taken by 2° x 5° INPFC statistical area and 10-day period.

(c) For salmon research vessels, number and species of all marine mammals, particularly Dall's porpoise, taken by 1° x 1° INPFC statistical area and 10-day period with corresponding effort in number of tans used.

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[1] TIAS 2786, 4493, 4992, 5385, 9242; 4 UST 388; 11 UST 1503; 13 UST 372; 14 UST 953; 30 UST 1095.

[2] TIAS 9242; 30 UST 1095. See pp. 1161–1166 for the memorandum of understanding appended to the protocol, which this memorandum of understanding updates.

(d) The numbers of marine mammals, particularly Dall's porpoise, taken, include those which:

(i) Become entangled in salmon gillnets but are lost (drop out) as the gillnets are hauled;

(ii) Become entangled but escape alive or are released alive during hauling;

(iii) Are captured and brought aboard during hauling.

2. Scientists of the United States and Japan will consult annually with a view to developing the most effective research program for determining the status and trends of populations of marine mammals concerned, particularly Dall's porpoise. They will also consult on a joint program of research leading to methods of reducing or eliminating the incidental take of Dall's porpoise in the Japanese mothership gillnet salmon fishery.

3. Scientists of the United States and Japan will exchange all data under the programs referred to in paragraph 2, and will independently or jointly analyze such data, including:

(a) Data on incidental take of Dall's porpoise and other marine mammals, as indicated in paragraph 1 above;

(b) Sighting data to determine Dall's porpoise abundance;

(c) Biological data taken from Dall's porpoise to study life history, to estimate biological and reproductive parameters, and to determine stock differentiation, if any;

(d) Data on results of all experiments and field observations aimed at reducing or eliminating the incidental take of Dall's porpoise.

4. Summary research reports will be submitted to annual meetings of the INPFC Ad Hoc Committee on Marine Mammals or to scheduled meetings of its Scientific Subcommittee. Final reports will be

made available to the both governments concerned no later than February 1, 1984.

5. To monitor incidental take of marine mammals and verify the data on incidental take of marine mammals in the Japanese mothership gillnet salmon fishery:

(a) The Government of Japan will take necessary measures to ensure, for the period covered by this memorandum, that marine mammal scientific observers of the United States will be accepted on board catcherboats to make observations of incidental take of marine mammals and to record data on environmental conditions and on gear characteristics, throughout the duration of the operations within the U.S. FCZ.

(b) The Government of Japan will take necessary measures to place Japanese scientific observers on board catcherboats to make observations of incidental take of marine mammals and to record data on environmental conditions and on gear characteristics throughout the fishing season inside and outside the U.S. FCZ.

(c) The Government of Japan will take necessary measures to ensure that for each catcherboat and each set made within and outside the U.S. FCZ, accurate records in accordance with the categories defined in paragraph 1(d) will be kept of the number and location of Dall's porpoise taken and that these records will be provided on a daily basis to Japanese inspectors and the marine mammal scientists of the United States on board the motherships referred to in paragraph 7(b) while mothership fleets are operating within the U.S. FCZ and to the Japanese inspec-

tors while mothership fleets are operating outside the U.S. FCZ.

(d) The Government of Japan will take necessary measures to ensure that captains of motherships and catcherboats will assist the marine mammal scientific observers and the scientists of the United States to report information on a daily basis concerning the accumulated take of marine mammals and other observer data collected.

6. To obtain adequate sighting data for estimating abundance:

(a) Scientists of the United States and of Japan will conduct for the period covered by this memorandum annual sighting surveys for Dall's porpoise on Japanese salmon research vessels operating in the Convention area.

(b) Scientists of the United States and of Japan will cooperate with a view to developing procedures for conducting Dall's porpoise sightings, a standardized data collection format, and training programs, so as to ensure that sighting data collected are compatible. The sighting data collected may include, inter alia, duration and time of observation, location, number sighted, distance and direction from vessel, sea condition, wind direction and strength, and visibility.

(c) The Government of Japan intends to allow, for the period covered by this memorandum, scientists of the United States on board Japanese salmon research vessels for studies of Dall's porpoise. The Government of the United States intends to bear expenses incurred in such boarding of scientists.

7. To obtain adequate specimen material for biological studies:

(a) The Government of Japan will take necessary measures to ensure for the period covered by this memorandum that nationals and fishing vessels of Japan conducting salmon fishery operations within the U.S. FCZ make every effort to return to the motherships, where feasible and consistent with the laws of both countries, all dead marine mammals incidentally entangled in the gillnets of the Japanese salmon fishery for collection of biological data and samples.

(b) The Government of Japan will take necessary measures to ensure for the above-mentioned period that scientists of the Government of the United States will be accepted on board motherships operating in the U.S. FCZ to collect appropriate marine mammal data and samples.

(c) Scientists of the United States onboard Japanese salmon research vessels will be allowed to collect biological data and samples from all incidentally taken marine mammals, particularly Dall's porpoise.

(d) The Government of Japan will take necessary measures to ensure that Japanese crew members will work with scientists of the United States onboard motherships and will be trained in methods of collection of biological data and samples. These trained crew members will collect needed biological data and samples as far as feasible under supervision of the Japanese inspectors when mothership fleets are operating outside the U.S. FCZ.

8. The Government of Japan will develop a system for the period covered by this memorandum to collect data and biological samples

of Dall's porpoise taken in the land-based gillnet salmon fishery, in order to estimate incidental take of Dall's porpoise by this fishery by area, sex, and color type. The biological samples may include teeth, reproductive tissues, skeletal materials, and tissues for electrophoretic analyses.

9. With a view to reducing mortality and serious injury rate of marine mammals by the salmon gillnets to insignificant levels, scientists of Japan will conduct field experiments of gear modifications or of other methods of reducing or eliminating the incidental take of marine mammals in the Japanese mothership gillnet salmon fishery.

10. The Government of Japan intends to pursue a policy to reduce the incidental take of marine mammals to the greatest extent feasible, taking into account the results of research and technological capabilities. The Government of the United States and the Government of Japan will annually review progress made toward the reduction of incidental take of marine mammals.

11. The Government of Japan intends to ensure that cooperative Dall's porpoise research be conducted with use of an appropriate Japanese vessel during the 1981 salmon fishery season and be continued annually thereafter.

12. The Government of the United States and the Government of Japan will consult with each other on the specifics of the programs to be carried out referred to in paragraph 2, prior to each fishing season. The specifics on numbers of Japanese scientific observers referred to in paragraph 5(b), and marine mammal scientific observers and scientists of the United States referred to in paragraph 5(a) and 7(b) will be confirmed in writing by both Governments.

Done at Washington, this 3rd day of June, 1981 in duplicate.

Theodore George Kronmiller [1]
FOR THE GOVERNMENT OF THE UNITED STATES

Yoshio Hatano [2]
FOR THE GOVERNMENT OF JAPAN

[1] Theodore George Kronmiller.
[2] Yoshio Hatano.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—93-628

10165

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10165

DEFENSE

Communications Facilities

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

Signed May 11 and June 2, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Communications Facilities

Memorandum of understanding signed May 11 and June 2, 1981:
Entered into force June 2, 1981.

MEMORANDUM OF UNDERSTANDING
CONCERNING THE SHARED USE OF
COMMUNICATIONS FACILITIES
IN THE NORTHERN FEDERAL REPUBLIC OF GERMANY (FRG)

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

REPRESENTED BY

THE DEPARTMENT OF DEFENSE

AND

HER MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

REPRESENTED BY

THE MINISTRY OF DEFENCE

SHORT TITLE

TERRESTRIAL RADIO SITE COLLOCATIONS IN FRG

I. PURPOSE: This Memorandum of Understanding (MOU) establishes procedures and assigns responsibilities relative to the collocation of telecommunications resources by the Government of the United States of America (USG) and the Government of United Kingdom of Great Britain and Northern Ireland (HMG).

II. DEFINITIONS:

DCS: The USG Defense Command and Control common user voice and data telecommunications system comprised of terrestrial and satellite microwave systems, digital and voice switching centres, and interconnecting lines.

STARRNET: HMG Static Radio Relay Network (STARRNET) provides command and control, common user voice and data telecommunications to British Forces Germany (BFG).

BFG TV: British Forces-Germany Television. A microwave TV distribution system operating in the 8 GHz range.

III. ORGANIZATION AND TECHNICAL RESPONSIBILITIES: For the purposes of this understanding the USG shall be represented within the Federal Republic of Germany (FRG) by United States Air Forces in Europe, Deputy Chief of Staff for Communications and Air Traffic Control (HQ USAFE/DC). HMG shall be represented by Ministry of Defence (Army), Signal Officer in Chief (Army) (SO in C (A)) for matters of policy and procurement and in the FRG by Commander 4 Signal Group (Comd 4 Sig Gp) for the in-service management of the defined BFG telecommunications systems. The following agencies are defined as the responsible communications authorities on behalf of their respective governments within the FRG:

a. HQ 4 Sig Gp for the UK.

b. HQ USAFE/DC for the US.

These communications authorities will act on behalf of their respective governments in executing the provisions of this MOU. The development of further technical and operational proposals and procedures (to include any required safety at work procedures) which result from this MOU will be accomplished through close liaison and consultation between these communications authorities.

IV. LIABILITY: Claims arising in the course of this joint understanding will be handled in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the status of their Forces, signed at London, June 19, 1951[1] (NATO SOFA).

V. OWNERSHIP: The ownership/control of facilities shall remain the same as currently established for the respective facilities. Change in ownership will require joint agreement by the signatories to this agreement.

VI. ACCESS/SECURITY: Access to all sites is restricted. Admittance to all sites will be as specified in individual annexes.

VII. SURVIVABILITY: Survivability enhancement will be a prime consideration on all collocation projects. Consideration will be given to specific enhancements for each site as addressed in the respective annexes.

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[1] TIAS 2846, 5351, 7759; 4 UST 1802; 14 UST 531; 24 UST 2355.

VIII. SYSTEM RESTORATION: It is understood that in the event of system or facility failure, existing systems will be restored in accordance with the priorities listed in the site annexes.

IX. FINANCIAL: It is the intention of the USG and HMG that there be an "equivalence" between the parties of this agreement, and that every effort will be made to achieve a mutually beneficial agreement. Specific financial responsibilities for each location are included in the respective annexes.

X. SUPPLY AND USE OF INFORMATION:

A. Each government will provide the other on request, subject to the rights of third parties, any information in its possession essential to the procurement, installation, operation, maintenance, or repair of equipment for the purpose of facilitating the implementation of this MOU and will authorize, as far as it has the right to to so, use of such information for said purpose. Such provision and authorization will be without cost to the other party, apart from the cost of reproduction of the information.

B. All information, classified and unclassified, released in pursuance of this MOU will be accepted, subject to the conditions that:

1. It is received in confidence,

2. It is used for the purposes of this MOU only,

3. The receiving Government will endeavor to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof, including the right to obtain patent or other like protection thereof.

4. The material will be afforded substantially the same degree of security protection as that afforded by the supplying government.

XI. IMPLEMENTATION:

A. Each annex to this MOU as listed in Annex A will be an implementation plan specifying the technical details necessary at each location to carry out this MOU and describing the arrangements for the associated communications resources to be shared.

B. This MOU serves as authority for the responsible agencies of the USG and HMG to further develop, through documentation, the implementation actions of this MOU and its attached annexes.

C. Specific operation and maintenance responsibilities of all associated equipment to implement this MOU will be defined within each annex. These annexes will include, but not necessarily be limited to, the following:

1. Responsibilities for monitoring, operating and maintaining all equipment, grounds, buildings, tower and all other associated structures.

2. Responsibilities for electromagnetic compatibility and instructions to follow in the case of electromagnetic interference.

3. Responsibilities and instructions to follow in the case of incidents which clearly constitutes a threat of imminent damage or injury to personnel or equipment.

XII. CHANGES/REVISIONS:

A. An annual review of this MOU shall be made by both Governments represented by the agencies listed in paragraph III to determine if revisions are required.

B. Formal meetings shall be held on an as-required basis between the HMG and USG for the purpose of resolving any administrative or operational difficulties beyond the purview of this MOU.

C. Either party may initiate action to change this MOU. Changes in support requirements and responsibilities included in this MOU shall be accomplished by addenda to this MOU upon the mutual consent of both parties.

XIII. TERMINATION: Either party may initiate action to terminate this MOU. As much advance notice as possible but not less than one year will be given to terminate the MOU. Each government will be responsible for the removal of its own equipment and will bear its own cost resulting from the termination of this understanding.

XIV. EFFECTIVE DATE: This Understanding will enter into force upon signature by representatives of both authorities. IN WITNESS WHEREOF the undersigned, being duly authorized by HMG and the USG, respectively, have signed this Understanding.

FOR THE GOVERNMENT OF
THE UNITED KINGDOM
OF GREAT BRITAIN
AND NORTHERN IRELAND

By Commander 4 Signal Group
(UK Communications Authority)

Signature A D Lewis

Name A D LEWIS

Title COLONEL

Date Signed 11th MAY 1981

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA

By US Air Forces Europe
Deputy Chief of Staff for
Communications and Air Traffic
Control (US Communications
Authority)

Signature

Name JOHN PAUL HYDE

Title Brigadier General, USAF

Date Signed 2 June 1981

ANNEX A TO
MOU FRG TERRESTRIAL
RADIO & COLLOCATIONS

LIST OF APPLICABLE ANNEXES

ANNEX DESIGNATOR	LOCATION	AUTHORITY	EFFECTIVE DATE
A	NA		
B	ROETGEN		
C	OTHERS TO BE DETERMINED		

ANNEX B TO MOU
TERRESTRIAL RADIO SITE
COLLOCATIONS IN FRG

STARRNET SITE ROETGEN

I. PURPOSE: This Annex to the basic Memorandum of Understanding establishes procedures, assigns responsibilities and establishes installation construction criteria relative to the collocation of telecommunications resources by the USG and HMG.

II. DEFINITIONS: (See Basic MOU).

III. ORGANIZATION AND TECHNICAL RESPONSIBILITY:

A. HMG Operations and Maintenance Agency responsible for STARRNET site Roetgen is HQ 4 Signal Group (HQ 4 Sig Gp), Rheindahlen, JHQ Moenchen-Gladbach.

B. The US Air Force (USAF) Operations and Maintenance Agency responsible for the DCS installation at Roetgen is the 1943 Communications Group, Rhein Main Air Base.

C. The technical authority for STARRNET is CPA Royal Signals, Blandford Camp, Blandford Forum, Dorset, UK.

D. The technical authority for the DCS is DCA-Europe, Patch Barracks, Vaihingen, Germany.

IV. ACCESS/SECURITY:

A. USG will provide a list of personnel requiring access to the site to 21 Signal Regiment, RAF Wildenrath and to Station Security Officer, RAF Widenrath who share control of the Roetgen site. The list will contain name, security clearance, issuing authority and identifying document number.

B. USG shall be responsible for providing escorts as required for all personnel not cleared in accordance with paragraph A above who require access for the convenience of USG.

V. TECHNICAL RESPONSIBILITIES:

A. HMG will:

1. Permit USG to construct and operate a DCS microwave link at Roetgen. Other equipment may be installed at a later date subject to the agreement of both parties.

2. Continue to pay the cost of normal day-to-day maintenance and upkeep of the site, e.g., water, access routes, etc.

3. Make available to USG: Up to 15 KVA non-reimbursable back-up power at 220/380 VAC, three-phase 50 HZ with the following provisions:

a. Whenever possible notify the USG of tests, transfer and operation of back-up generators, but reserve the right to test, transfer and operate generators on a no-notice basis.

b. Not be liable for any interruptions or degradation of service due to back-up generator operation.

4. Make available building space to house USG power supply and microwave equipment.

5. Through 21 Signal Regiment direct any action necessary to resolve any incident which clearly constitutes a threat to personnel or equipment. HMG will not incur liability when such actions require removing USG equipment from service. The USG will be immediately informed of the nature of the incident.

B. The USG will:

1. Erect a new tower to agreed design specifications (to follow as Appendix 3[1] to this Annex). The tower will be stressed and designed for antennas and specifications listed at Appendix 1[1] to this Annex.

2. Provide and install on the new tower, at no expense to HMG, all equipment outlined in Appendix 1.

3. Provide one copy of the tower design package and the completed stress analysis to HMG.

4. Ensure that the construction of the new tower, installation of new antennas and waveguides, transfer of operation, and teardown of old facilities will be scheduled to assure an absolute minimum of down-time.

5. Remove the existing tower and return the site (with the exception of the concrete foundation) to its original condition after all existing facilities have been transferred to the new tower.

6. Coordinate final engineering details, including drawings, with HMG prior to installation of equipment and to allow HMG to inspect the installation of the antennas, waveguides, radio equipment, power system, grounding system, and all other ancillary equipment.

7. Ensure that the installation of USG equipment will not interfere mechanically or electromagnetically with other existing operational systems.

8. Be responsible for operating, monitoring, and maintaining USG equipment.

9. Obtain written agreement from the HMG prior to effecting any changes to the approved installation configuration or operation of USG equipment.

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[1] Not printed.

10. Repair damage from USG activities to roads, grounds, buildings, or fences.

11. Maintain the upkeep and cleanliness of the immediate area surrounding their work area.

12. Provide the access road and hardstanding, as shown in Appendix 4[1] to Annex B, for the use of both USG and HMG tactical vehicles.

13. Maintain the U5 provided tower, access road and hardstanding.

VII. FINANCIAL RESPONSIBILITIES:

A. The USG will arrange at their expense a separate agreement with the commercial utility for the supply of commercial power.

B. The USG will bear all costs associated with the maintenance and operation of radio equipment, waveguide, antennas, ancillary equipment, the tower erected by the USG, access road and hardstanding belonging to the USG.

C. HMG will bear all cost associated with the maintenance of buildings, towers other than those erected by the USG (on site), and roads.

VIII. RESTORATION: STARRNET and DCS are considered to be equivalent in restoration priority. To the maximum extent possible joint cooperation will be employed on all restoration actions.

A. Individual system restoration is ultimately the responsibility of the respective O&M agency.

B. HQ 4 Signal Group will act as the focal point to coordinate the restoration of all commercial and backup power sources.

IX. CONFLICT RESOLUTION: Any conflicts regarding this Annex should be resolved at the lowest level possible. Any conflicts which cannot be resolved at the O&M agency level will be referred to the next higher echelon for resolution.

[1] Not printed.

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INTERNATIONAL MILITARY EDUCATION AND TRAINING (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and SINGAPORE

Effected by Exchange of Notes
Dated at Singapore May 12 and June 23, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SINGAPORE

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Singapore May 12 and June 23, 1981;
Entered into force June 23, 1981.

The American Embassy to the Singaporan Ministry of Foreign Affairs

No. 341/81

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

a. Permit any use of such training (including training materials) by anyone not an officer, employee or agent of the recipient government;

b. Transfer or permit any officer, employee or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with respect to the use of such training (incluidng training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of Singapore may include training related to defense articles with respect to which the agreement of the Government of Singapore to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Singapore shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to convey to the Ministry of Foreign Affairs the renewed assurances of its highest consideration.

Embassy of the United States of America

Singapore, 12 May 1981

The Singaporan Ministry of Foreign Affairs to the American Embassy

MFA/RE/268/81

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 341/81 dated 12 May 1981, which reads as follows :-

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government :
   a. Permit any use of such training (including training materials) by anyone not an officer, employee or agent of the recipient government;
   b. Transfer or permit any officer, employee or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with respect to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of Singapore may include training related to defense articles with respect to which the agreement of the Government of Singapore to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Singapore shall constitute an agreement

between the two Governments on this subject, to be effective from the date of the Ministry's note in reply."

The Ministry is pleased to inform the Embassy that the above conditions concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program, are acceptable to the Government of Singapore.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its consideration.

SINGAPORE
23 June 1981

Embassy of the United
States of America
Singapore

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10167

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10167

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INTERNATIONAL MILITARY EDUCATION AND TRAINING (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and SOMALIA

Effected by Exchange of Notes
Dated at Mogadishu April 5 and June 6, 1981

S.9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

SOMALIA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Mogadishu April 5 and June 6, 1981;
Entered into force June 6, 1981.

The American Embassy to the Somali Ministry of Foreign Affairs

No. 93

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Somali Democratic Republic and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

a. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of the Somali Democratic Republic may include training related to defense articles with respect to which the agreement of the Government of the Somali Democratic Republic to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Somali Democratic Republic shall constitute an agreement between the two Governments of this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Somali Democratic Republic the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
MOGADISHU, *April 5, 1981*

The Somali Ministry of Foreign Affairs to the American Embassy

Ministry of Foreign Affairs

- NOTE VERBALE -

No. 1045/1/2a

The Ministry of Foreign Affairs of the Somali Democratic Republic presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's Note No. 93 dated April 6, 1981 which reads as follows:-

" The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Somali Democratic Republic and has the honor to refer to certain requirements of United States Law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government ----

a; permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

c; Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Force of Government of the Somali Democratic Republic may include training related to defense articles with respect to which the agreement of the Government of the Somali Democratic Republic to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Somali Democratic Republic shall constitute an agreement between the two Governments of this subject, to be effective from the date of the Ministry's note in reply."

The Ministry of Foreign Affairs has the honor to comfirm that the Goverment of the Somali Democratic Republic agrees to the

contents of the Embassy's note. Therefore the Embassy's note and this note in reply shall constitute an agreement between the two goverments which shall enter into force on today's date.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MOGADISHU, JUNE 6, 1981

TO,
Embassy of the United States of America,
M O G A D I S H U, Somali Democratic Republic.

10168

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10168

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreements Between the
UNITED STATES OF AMERICA
and SRI LANKA

Amending the Agreement
of July 7, 1980

Effected by Exchange of Notes
Signed at Colombo March 16, 1981

And Exchange of Notes
Signed at Colombo June 22, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SRI LANKA

Trade in Textiles and Textile Products

Agreements amending the agreement of July 7, 1980.
Effected by exchange of notes
Signed at Colombo March 16, 1981;
Entered into force March 16, 1981.
And exchange of notes
Signed at Colombo June 22, 1981;
Entered into force June 22, 1981.

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

Colombo, March 16, 1981

Dear Sir,

I refer to paragraph 7 of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980[1] ("The Agreement"), and to discussions held between representatives of our two governments concerning exports from Sri Lanka to the United States of products classified in textile category 334 ("Other Men's and Boys' Cotton Coats").

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish a specific limit for category 334 as follows:

Mr. W.L.P. de Mel
Secretary
Ministry of Trade and Shipping
Colombo

[illegible]

	Second	Third
January 1-April 30, 1981	Agreement Year	Agreement Year
48,667 Dozen	146,000 Dozen	156,220 Dozen

If this proposal is acceptable to your government, this Note and your Note of confirmation on behalf of your government shall constitute an amendment to The Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

Donald R. Toussaint[1]

[1] Donald R. Toussaint.

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

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MINISTRY OF TRADE AND SHIPPING, 340, Union Place, Colombo 2
P. O. Box 560
Telephone 31401-4

My No. ...
Your No. ...
Date 22 June, 1981

His Excellency D.R. Toussaint,
Ambassador of the United States of America,
Colombo.

Your Excellency,

I have the honour to acknowledge the receipt of the proposal contained in your note dated March 16, 1981 which reads as follows:-

" I refer to paragraph 7 of the Agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement"), and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile Category 334 ("Other Men's and Boys' Cotton Coats").

On behalf of my Government, I have the honor to propose that Annex B of The Agreement be amended to establish a specific limit for Category 334 as follows:

	Second	Third
January 1- April 30, 1981	Agreement Year	Agreement Year
48,667 Dozen	146,000 Dozen	156,220 Dozen

If this proposal is acceptable to your Government, this note and your note of confirmation on behalf of your Government shall constitute an amendment to The Agreement. "

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

(S.L.F. de Mel)
Secretary,
Ministry of Trade and Shipping.

TIAS 10199

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

Colombo, June 22, 1981

Dear Sir:

I have the honor to refer to sub-paragraph 2(b)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement").

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the second agreement year.

Category	Sub-Limit (Dozens)
340	385,000
341	385,200
640	75,100
641	385,200

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

Donald R. Toussaint

Mr. W. L. P. De Mel
Secretary
Ministry of Trade and Shipping
Colombo

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

වෙළඳ හා නාවික කටයුතු අමාත්‍යාංශය, 340, යුනියන් පෙදෙස, කොළඹ 2
විණාවාரத், கப்பற் போக்குவரத்து அமைச்சு 340, யூனியன் பிரதேசம், கொழும்பு 2
MINISTRY OF TRADE AND SHIPPING, 340, Union Place, Colombo 2
තැ. පෙ. අංකය / ப. பெ. இல. / P. O. Box 560
දුරකථන / தொலைபேசி / Telephone 35401-4

මගේ අංකය / எமது இல. / Our No. .....
ඔබේ අංකය / உமது இல. / Your No. .....
දිනය / திகதி / Date 22 June, 1981

H.E. DONALD R. TOUSSAINT,
Ambassador of the United States of America,
Colombo.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of the proposal contained in your note dated June 22, 1981 which reads as follows:

"I have the honour to refer to sub-paragraph 2(b)(3) of the Agreement between the United States of America and Sri Lanka relating to trade in cotton, wool and man-made fibre textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement").

On behalf of my government, I have the honour to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the second agreement year.

Category	Sub-limit (Dozens)
340	385,000
341	385,200
640	75,100
641	385,200

If this proposal is acceptable to your government this note and your note of confirmation on behalf of your government shall constitute an amendment to The Agreement."

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency the assurances of my highest consideration.

W L P DE MEL

W.L.P. de Mel
Secretary,
Ministry of Trade and Shipping.

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PEACE CORPS

Agreement Between the UNITED STATES OF AMERICA and ANGUILLA

Effected by Exchange of Letters
Dated at Washington February 19 and
June 24, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

ANGUILLA

Peace Corps

Agreement effected by exchange of letters
Dated at Washington February 19 and June 24, 1981;
Entered into force June 24, 1981;
Effective May 1, 1981.

The Acting Peace Corps Director to the British Ambassador

Peace Corps

Washington, D.C. 20525

Office of the Director

February 19, 1981

His Excellency
Sir Nicholas Henderson
Embassy of Great Britain
3100 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments, and to propose the official conclusion of the following understandings with respect to the assignment to Anguilla of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, will live and work for periods of time in Anguilla.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Anguilla and approved by the Government of the United States to perform mutually agreed tasks in Anguilla. The volunteers will work under the immediate supervision of governmental or private organizations in Anguilla designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most efficient way. The Government of Anguilla will bear such share of the costs of the Peace Corps program incurred in Anguilla as our two Governments agree should be contributed by it.

2. The Government of Anguilla will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Anguilla; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Anguilla will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income sources outside Anguilla, from all customs duties or other charges on their personal property introduced into Anguilla for their own use on or about the time of their arrival and from all other taxes or other charges included in the prices of equipment, supplies, and services.

3. The Government of the United States and the Government of Anguilla will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of Anguilla will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Anguilla by the Government of the

United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Anguilla will receive a representative of the Peace Corps and such staff of the representative and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Anguilla. The Government of Anguilla will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Anguilla, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Anguilla will accord the Peace Corps representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Anguilla for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States in Barbados. The Government of Anguilla will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Anguilla for their own use as is accorded volunteers hereunder.

5. The Government of Anguilla will exempt from investment and deposit requirements and currency controls all funds introduced into Anguilla for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Anguilla at the highest rate which is not unlawful in Anguilla.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Anguilla as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

William G. Sykes

William G. Sykes
Acting Peace Corps Director

The British Embassy to the Peace Corps

093/1

Her Britannic Majesty's Embassy present their compliments to the Peace Corps and have the honour to inform them that the Government of Anguilla can accept the provisions of the Peace Corps Country Agreement enclosed with the Peace Corps Director's letter of 19 February 1981 to the Ambassador. This Note, and the Peace Corps Note of 19 February 1981, shall constitute the Agreement between the Government of Anguilla and the United States Government which shall enter into force on the date of this Note, effective 1 May 1981, and which shall remain in force until ninety days after the date of written notification from either Government to the other of the intention to terminate it.

Her Britannic Majesty's Embassy avails themselves of this opportunity to renew to the Peace Corps the assurances of their highest consideration.

British Embassy
Washington DC
24 June 1981

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ATOMIC ENERGY

Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Bethesda and Cairo April 27
and June 8, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Bethesda and Cairo April 27 and June 8, 1981;
Entered into force June 8, 1981.

READEX FICHE best copy available

ARRANGEMENT
BETWEEN THE
UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND THE
EGYPTIAN ATOMIC ENERGY AUTHORITY
(E.A.E.A.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Egyptian Atomic Energy Authority (hereinafter called the E.A.E.A.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement for cooperation.

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

The U.S.N.R.C. and the E.A.E.A. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerned with technical safety and environmental effects written by or for one of these parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting these facilities.

c. Site licensing principles and problems.

d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the E.A.E.A. as being similar to certain facilities being built or planned in Egypt and reciprocal documents on these Egyptian facilities.

e. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.

f. Reports on operating experience, such as reports on incidents, accidents, and shutdowns, and compilations of historical reliability data on components and systems.

g. Regulatory procedures for safety, safeguards, and environmental impact evaluation of these nuclear facilities.

h. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

2. Collaboration in Development of Regulatory Standards

The U.S.N.R.C. and the E.A.E.A. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

a. Each party will inform the other of specific subjects on which regulatory standards development work is underway.

b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

3. Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

4. Training and Assignments

The U.S.N.R.C. will assist the E.A.E.A. in providing certain training and experience for E.A.E.A. safety personnel. Costs of salary, allowances and travel of E.A.E.A. participants will be paid by E.A.E.A. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that may be provided:

a. E.A.E.A. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S.,

including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).

b. Participation by E.A.E.A. employees in U.S.N.R.C. staff training courses.

c. Assignment of E.A.E.A. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

5. Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet E.A.E.A. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist E.A.E.A. in meeting the needs. For example, within these limitations, U.S.N.R.C. will attempt to meet requests that come through the I.A.E.A. for technical assistance missions to Egypt by U.S.N.R.C. safety experts.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held

annually, or at such other times as mutually agreed, to review the exchange activity, recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be the main contact points for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, less than 250 words, describing its scope and content.

4. This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.

5. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

6. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

7. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and agreements. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and agreements, the parties agree to consult before any action is taken.

8. Information exchanged under this Arrangement shall be subject to the patent provisions in Addendum C of this document.

III. EXCHANGE AND USE OF INFORMATION

1. General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of Addendum C.

2. Definitions (As Used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Egyptian Atomic Energy Authority and shall not be disseminated outside the organizations, concerned departments and agencies of the Government of the United States and the Government of Egypt without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

4. Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent:

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's

nation, for use only within the scope of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to the contractors of such licensed organizations for use only in work within the scope of the permit or license.

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and pursuant to an agreement of confidentiality.

c. With the prior written consent of the party providing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsections a and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its existing national policies, regulations, laws, and agreements.

5. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information obtained under this Arrangement shall be treated by the parties according to the principles specified in this Article for documentary information; provided, however, that the party communicating such proprietary or other confidential or privileged information provides the same information as in paragraph III.5 above.

8. Conclusion

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

Signed in Bethesda, Maryland on the 27th day of April 1981, and in Cairo, Egypt on the 8th day of June 1981.

Signed: I.F. Hamouda [1]

On behalf of the
Egyptian Atomic Energy
Authority (E.A.E.A.)

[2]

On behalf of the
United States Nuclear
Regulatory Commission
(U.S.N.R.C.)

---

[1] I. F. Hamouda.
[2] William J. Dircks.
[Footnotes added by the Department of State.]

Addendum "A"

U.S.N.R.C. - E.A.E.A. Reactor Safety Research Exchange Areas

in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

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* Data and computer codes will be "as is" at the time of request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

Addendum "B"

U.S.N.R.C. - E.A.E.A. Reactor Safety Research Exchange Areas

in Which the E.A.E.A. is Performing LWR Safety Research*

(1) Rewetting of hot surfaces and its application to after LOCA core cooling.
(2) Effect of the type of steam generator on PWR plant dynamics under severe transient conditions.
(3) Pressurizer performance under severe transient conditions.
(4) Effect of bubble formation on the coolant flow in PWR systems.

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* Part of this research is still in progress.

Addendum "C"

Patent Addendum for U.S.N.R.C. - E.A.E.A. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of the party to this Arrangement and (b) the employees of the contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in

and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject

to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.* [Footnote added by the Department of State.]

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10171

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EDUCATION

Provisional Commission of
Educational and Cultural Exchange

Agreement Between the UNITED STATES OF AMERICA and MOROCCO

Amending the Agreement of
September 24, 1980

Effected by Exchange of Notes
Signed at Rabat June 19, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MOROCCO

Education: Provisional Commission of Educational and Cultural Exchange

Agreement amending the agreement of September 24, 1980.
Effected by exchange of notes
Signed at Rabat June 19, 1981;
Entered into force June 19, 1981.

The American Chargé d'Affaires ad interim to the Moroccan Minister of State for Foreign Affairs and Cooperation

NO. 201 Rabat, June 19, 1981

Excellency:

I have the honor to refer to the exchanges of notes which took place in Rabat on July 17, 1979 and on September 24, 1980[1] between the Government of the United States of America and the Government of the Kingdom of Morocco, establishing a Provisional Commission on Educational and Cultural Exchange, establishing an educational exchange program and for other purposes. I am pleased to advise you that the Government of the United States of America proposes that the Diplomatic Notes exchanged on September 24, 1980, be amended as follows:

Amend the first and second paragraphs of item (2) to read as follows:

A) - The selection of participants. The selection of the programs and candidates will include on the American side the approval procedures of the Board of Foreign Scholarships and on the Moroccan side, the agreement of the appropriate authorities.

B) - The two Governments will provide equal shares of the total budget, as approved by the two Governments, of up to Dols 800,000 for the academic year 1981-82; provided, however, that the obligation of the Government of the United States of America to contribute such funds shall be subject to the appropriation of funds for this purpose by the Congress of the United States of America.

His Excellency

M'Hamed Boucetta,

Minister of State for Foreign Affairs and Cooperation,

Rabat.

---

[1] TIAS 9618, 9904; 31 UST 506; 32 UST.

C) - The Government of the United States of America, in addition to its equal-share contribution above, shall contribute for the academic year 1981-82 only, up to dollars 87,460 to fund exchanges including projects which it was unable to initiate during the preceding academic year. Only so much of the dollars 87,460 may be made available for exchanges hereunder as the Government of the United States of America, using all reasonable efforts, is able properly and timely to obligate during its annual fiscal cycle.

D) - Each of the Governments will give directly to the participants the sums decided upon within the framework of the exchange program established by the Provisional Commission.

E) - If, notwithstanding its best efforts in accordance with its internal procedures, to select and otherwise to process participants to be funded from its contributions referred to in (B) and (C) above, the Government of the United States of America should during its annual fiscal cycle be unable to obligate all or any part of such contributions, on behalf of participants in the exchange program or otherwise under this agreement, it is understood that any unobligated balance of this dollars 337,460 contribution, at the termination of this agreement, shall no longer be available for use under this agreement (except as provided in (F) below), and the Government of the United States of America shall have no further obligation with respect to any such balance.

F) - In the event that a Permanent Commission on Educational and Cultural Exchange, which may hold, grant expend and otherwise manage funds of the two Governments, is established during the life of this present agreement by the two Governments, the Government of the United States of America and the Government of the Kingdom of Morocco may, as agreed by them, transfer any unobligated balance of their respective contribution above (including the additional contribution of the United States) to such Permanent Commission.

All of the other provisions of the agreement established by the exchange of Notes of September 24, 1980, shall remain unchanged and in effect according to their terms. The agreement of July 17, 1979 is superseded. If the foregoing is acceptable to the Government of Morocco, this note and your reply shall constitute an agreement between our two Governments effective from the date of your note of reply until September 30, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

Peter Sebastian

Peter Sebastian
Chargé d'Affaires a.i.

The Moroccan Secretary General, Ministry of Foreign Affairs and Cooperation, to the American Chargé d'Affaires ad interim

ROYAUME DU MAROC

MINISTERE D'ETAT CHARGE
DES
AFFAIRES ETRANGERES
ET DE LA COOPERATION
SECRETARIAT D'ETAT A LA COOPERATION.
N°

RABAT, LE 19 JUIN 1981

D. RELATIONS CULTURELLES.

Monsieur le Chargé d'Affaires a.i,

Vous avez bien voulu me faire part de la lettre ainsi libellée :

"J'ai l'honneur de faire référence aux notes diplomatiques échangées à RABAT les 17 Juillet 1979 et 24 Septembre 1980 entre le Gouvernement des ETATS-UNIS D'AMERIQUE et le Gouvernement du Royaume du MAROC créant une Commission provisoire pour les échanges éducatifs et culturels laquelle institue un programme d'échanges éducatifs et d'autres buts, j'ai le plaisir de vous aviser que le Gouvernement des ETATS-UNIS D'AMERIQUE propose que les notes diplomatiques échangées le 24 Septembre 1980 soient amendées comme suit :

Modifier le premier et le second paragraphe du point (2) pour lire comme suit :

A) - La sélection des participants. La sélection des programmes et des candidats respectera du côté Américain les procédures d'approbation du Board of Foreign Scholarships et du côté Marocain l'Accord des Autorités appropriées.

MR. PETER S E B A S T I A N.
CHARGE D'AFFAIRES a.i.
AMBASSADE DES ETATS UNIS
D' A M E R I Q U E, A

R A B A T.

B) - Les deux Gouvernements contribueront à part égale au budget total, tel qu'approuvé par les deux Gouvernements, qui atteindra jusqu'à 500 000 dollars pour l'année académique 1981-82, à la condition cependant que l'obligation au Gouvernement des ETATS-UNIS D'AMERIQUE de contribuer à un tel budget soit rendu possible par l'affectation de fonds, à cette fin, par le Congrés des ETATS-UNIS D'AMERIQUE.

C) - En plus de sa quote-part ci-dessus, le Gouvernement des ETATS-UNIS D'AMERIQUE accordera, pour l'année académique 1981-82 seulement, jusqu'à 87 460 dollars pour financer les échanges comprenant des projets qu'il ne lui a pas été possible d'initier pendant l'année académique précédente.

De ces 87 460 dollars, ne seront disponibles pour les échanges en question que les sommes que le Gouvernement des ETATS-UNIS D'AMERIQUE, au terme d'efforts raisonnables, pourra affecter convenablement et à temps pendant le cycle de son année budgétaire.

D) - Chacun des deux Gouvernements servira directement aux participants bénéficiaires les sommes arrêtées dans le cadre du programme d'échanges élaboré par le Commission provisoire.

E) - Si, malgré tous les efforts déployés, conformément à ses procédures internes, pour sélectionner et d'autre part pour régler les formalités nécessaires pour les participants qui doivent être pris en charge grâce à ces contributions citées aux paragraphe B et C ci-dessus, le Gouvernement des ETATS-UNIS D'AMERIQUE se trouve dans l'impossibilité, pendant le cycle de son année budgétaire, d'affecter toutes ou partie de ces contributions au nom des participants au programme d'échange ou dans tout autre cadre de cet accord, il est entendu

que tout reliquat de la contribution de 337.460 dollars qui n'aura pas été affecté à l'expiration de cet accord ne sera plus disponible pour utilisation dans le cadre de cet accord (sauf tel que prévu au paragraphe (F) ci-dessus) et ainsi le Gouvernement des ETATS-UNIS serait dégagé de toute obligation concernant un tel reliquat.

F) - Dans l'éventualité où une Commission permanente pour les échanges éducatifs et culturels, qui peut détenir, octroyer, débourser ou autrement administrer les fonds des deux gouvernements, est institué par les deux gouvernements au cours de la validité du présent Accord, le Gouvernement des ETATS-UNIS D'AMERIQUE et le Gouvernement du Royaume du MAROC pourraient, d'un commun accord, transférer à cette Commission permanente tout reliquat non affecté de leurs contributions respectives ci-dessus (y compris la contribution supplémentaire des ETATS UNIS). Toutes les autres dispositions de l'accord conclu par échange de notes le 24 Septembre 1980 restent inchangées et en vigueur conformément à leurs clauses. l'accord du 17 Juillet 1979 est abrogé.

Dans le cas où ce qui précède recueillerait l'agrément du Gouvernement du MAROC, cette note et votre réponse constituerait un accord entre nos deux Gouvernements qui entrerait en vigueur à compter de la date de votre réponse et expirerait le 30 Septembre 1981".

J'ai l'honneur de vous confirmer l'accord du Gouvernement marocain sur ce qui précède.

Veuillez agréer, Monsieur le Chargé d'Affaires, les assurances de ma haute considération.

Le Secrétaire Général du Ministère des Affaires Etrangères et de la Coopération

Abdelaziz BENNANI

TRANSLATION

Kingdom of Morocco
Ministry of State for Foreign Affairs and Cooperation
Secretariat of State for Cooperation
Division of Cultural Affairs

Rabat, June 19, 1981

Sir:

You were good enough to inform me of the note that reads as follows:

[For the English language text, see pp. 2-4.]

I have the honor to confirm to you the Moroccan Government's agreement on the foregoing matter.

Accept, Sir, the assurances of my highest consideration.

Abdelaziz Bennani

Abdelaziz Bennani
Secretary General,
Ministry of Foreign Affairs and Cooperation

Peter Sebastian, Esquire,
Charge d'Affaires a.i.
of the United States of America,
Rabat

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MARITIME MATTERS

Marine Transportation Technology and Systems Research and Development

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and CANADA

Signed at Ottawa June 18, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CANADA

Maritime Matters: Marine Transportation Technology and Systems Research and Development

Memorandum of understanding signed at Ottawa June 18, 1981;
Entered into force June 18, 1981.

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF TRANSPORT OF CANADA CONCERNING COOPERATION IN MARINE TRANSPORTATION TECHNOLOGY AND SYSTEMS RESEARCH AND DEVELOPMENT

I. This Memorandum of Understanding (MOU) between the Department of Commerce of the United States of America and the Department of Transport of Canada outlines a program to undertake maximum practicable cooperation in the field of marine transportation research and development for the purpose of:

(a) pursuing scientific research and technological development in the field of marine transportation to meet the challenges of ever-increasing requirements facing the water transport mode;

(b) finding answers to common marine transportation problems that have not yet been solved;

(c) promoting a functional division of the activities related to research and development in the field of marine transportation to reduce the duplication of parallel national efforts to the end that such cooperation will advance marine transportation technologies and systems; and

(d) implementing the necessary port facilities and ship systems to serve developing marine markets for the mutual benefit of U.S. and Canadian citizens.

II. In view of the benefits accruing from this MOU, the Department of Commerce of the United States of America and the Department of Transport of Canada agree as follows:

(a) The two Departments will undertake to develop a program of research

and development (R&D) cooperation in the field of marine transportation that will emphasize, but not be limited to, application to Arctic, inland and coastal waters.

(b) The aim of the research program will be to intensify cooperation between the marine transportation experts of the two countries and seek out additional opportunities for them to exchange ideas, skills, and techniques, to work together in new environments and to utilize special facilities, to attack problems of mutual interest and develop joint research arrangements related to projects and programs of the two Departments or of other organizations.

(c) To the extent agreed upon, the two Departments will exchange transportation experts, exchange information for the purpose of exploring specific areas of cooperation, and pursue joint research projects through task and cost-sharing. Specific terms of such cooperation will require the joint approval of both Departments and will be covered by a Joint Research Project Arrangement (JRPA) for each specific activity.

(d) It is understood that the nature and pace of the programs of cooperation will be subject to compliance with the applicable respective national laws and regulations of each country and will be contingent upon the availability of each Department's funds.

III. The cooperative activities covered by this MOU will be carried out for the Department of Commerce by the Maritime Administration (MarAd) and for the Department of Transport by the Canadian Marine Transportation Administration (CMTA).

IV. In order to realize the purpose set forth in Section II above, it is agreed that:

(a) MarAd and CMTA will exchange information and experiences and will undertake cooperative activities in specific areas as may subsequently be agreed in writing.

(b) Exchanges of information related to marine transportation technology and systems R&D will proceed on the basis of this MOU. However, at the request of either MarAd or CMTA, and in any case where cooperative activity may involve cost-sharing, joint research project arrangements will be concluded in writing. These arrangements will prescribe the respective commitments of MarAd and CMTA with regard to the information to be exchanged, the particulars and schedules of work to be accomplished, and the details of any cost-sharing.

(c) The U.S. Department of Commerce designates as Program Coordinator for purposes of this Memorandum of Understanding the Assistant Administrator for Research and Development, U.S. Maritime Administration. The Program Coordinator for Transport Canada will be Deputy Administrator, Marine Policy and Planning. The Program Coordinators are authorized, subject to their respective national laws and regulations, to:

(i) Conclude project arrangements on behalf of MarAd or CMTA except contractual agreements;

(ii) Designate project officers responsible for each of the areas of mutual interest as may be subsequently agreed; and

(iii) Arrange for regular reviews of the status of the activities undertaken in accordance with this MOU.

(d) Except as may be provided in supplemental project arrangements, MarAd and CMTA, separately will each bear the direct costs of its participation in cooperative activity pursuant to this MOU. It is understood that all activities conducted pursuant to this MOU are subject to the availability of appropriated funds.

(e) In connection with exchanges of technical and economic data between MarAd and CMTA, any conditions or limitations placed upon further dissemination of the data by the agency providing it will, subject to domestic law, be strictly observed and enforced by the recipient party.

(f) The nature and timing of any reports arising from task-sharing and cost-sharing projects will be provided for in the relevant project arrangements. Any project participant will have an opportunity to review and comment upon the reports in draft form prior to their final publication. Dissenting views of project participants will be included in final reports if so requested.

(g) MarAd and CMTA will seek to assure the accuracy of all data and information exchanged pursuant to this MOU, but the accuracy of such data and information is not guaranteed, and neither MarAd nor CMTA will hold the other responsible with respect thereto.

V. This MOU will come into effect upon signature by both Departments and will remain in effect subject to twelve months' written notice of termination by either signatory to the other, provided that such task-sharing or cost-sharing projects ongoing at the time of termination

as may be the subject of separate project arrangements will be completed in accordance with their agreed terms and schedules.

VI. This MOU may be amended by mutual agreement in writing.

Done at Ottawa, Ontario, this 18th day of June 1981.

For the Department of Commerce of the United States of America

[1]

Deputy Assistant Secretary
for Maritime Affairs
Department of Commerce

For the Department of Transport of Canada

[2]

Administrator,
Marine Administration
Department of Transport

[1] Bruce A. McAllister.
[2] G. M. Sinclair.

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TRACKING STATIONS

Mahe Island

Agreement Between the
UNITED STATES OF AMERICA
and SEYCHELLES

Amending the Agreement of
June 29, 1976

Effected by Exchange of Notes
Signed at Victoria March 16 and June 19, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SEYCHELLES

Tracking Stations: Mahe Island

Agreement amending the agreement of June 29, 1976.
Effected by exchange of notes
Signed at Victoria March 16 and June 19, 1981;
Entered into force June 29, 1981.

The American Ambassador to the Seychelles President

Victoria, Mahe, Seychelles

March 16, 1981

Note No. 20

Excellency:

I have the honor to refer to recent discussions between representatives of the Government of Seychelles and the Government of the United States of America concerning the amendment of Article XXIV of the 1976 Tracking Station Agreement [1] between our two governments and the lease which implements Article IV of that agreement. I attach a copy of the text of Article XXIV which is currently in effect.

As a result of these discussions, I have the further honor to propose that Article XXIV of the 1976 Tracking Station Agreement be amended to read as follows:

ARTICLE XXIV
DURATION

This agreement shall enter into force upon signature by both governments, and shall remain in force until June 29, 1990 unless terminated earlier in accordance with this article. Prior to June 29, 1986, it may be terminated by the United States Government upon one year's written notice. Thereafter, it may be terminated by either government upon one year's written notice.

Finally, I have the honor to propose that, simultaneously with the above amendment of Article XXIV of

[1] Signed June 29, 1976. TIAS 8385; 27 UST 3721.

the 1976 agreement, a new lease in implementation of Article IV of that agreement shall be concluded between our two governments.

If the foregoing is acceptable to your government, I propose that this note and your reply to that effect shall constitute an agreement between our two governments which shall enter into force on June 29, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

William C. Harrop

Attachment: Text of Article XXIV which is Currently in Effect

His Excellency

France Albert Rene

President

Republic of Seychelles

ATTACHMENT TO NOTE NO. 20

ARTICLE XXIV AS IT IS
CURRENTLY IN EFFECT

ARTICLE XXIV
DURATION

This Agreement shall enter into force upon signature by both Governments, and remain in effect for a period of ten years thereafter. During the first five years, it may be terminated by the United States Government upon one year's notice. Thereafter, it may be terminated by either Government on one year's notice.

5

The Seychelles President to the American Ambassador

The President

State House
Mahe
Seychelles

19th June, 1981

Mr. William C. Harrop,
Ambassador,
Embassy of the United States of America,
VICTORIA.

Dear Mr. Ambassador,

I have the honor to refer to your Note of 16th March, 1981 concerning a proposed amendment of the Tracking Station Agreement of 26th June, 1976 [1] between our two Governments. I am pleased to confirm that your proposal is acceptable to my Government and that the amendment shall enter into force on 29th June, 1981.

Yours sincerely,

F. A. RENE
PRESIDENT

[1] Should read "29th June, 1976".

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and ARGENTINA

Signed at Buenos Aires June 23, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

ARGENTINA

Mapping, Charting and Geodesy

Memorandum of understanding signed at Buenos Aires June 23, 1981;
Entered into force June 23, 1981.

MEMORANDUM DE ENTENDIMIENTO ENTRE LA FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS Y LA DEFENSE MAPPING AGENCY.

INTRODUCCION

Entre la Defense Mapping Agency (DMA) de los Estados Unidos de América y la Fuerza Aérea Argentina, Comando de Regiones Aéreas de la República Argentina, se celebra el siguiente arreglo.

ARTICULO I

PROPOSITO

El propósito de éste arreglo es establecer la cooperación y ayuda mutuas en cartografía y geodesía, y el intercambio de datos aeronáuticos e información similar entre la DMA y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, que en adelante serán denominadas como las agencias cooperadoras. El Arreglo Informal de Canje de Publicaciones de fecha 1° de Febrero de 1981, permanecerá vigente, incorporado al presente como Anexo A, y estará sujeto a las estipulaciones del Artículo V de este Memorandum de Entendimiento.

ARTICULO II

ALCANCE DEL ARREGLO

A los efectos de cumplir con el propósito de este arreglo, las agencias cooperadoras:

1. Coordinarán y canjearán información sobre requerimientos de operación, incluyendo los programas anuales y los informes periódicos de producción.

2. Canjearán datos aeronáuticos e información similar.

3. Facilitarán el desarrollo de los programas de producción de interés común.

4. Canjearán y se darán en préstamo instrumentos y equipos.

MEMORANDUM OF UNDERSTANDING BETWEEN THE FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS AND THE DEFENSE MAPPING AGENCY.

INTRODUCTION

The following arrangement has been reached between the Defense Mapping Agency (DMA) of the United States of America and the Fuerza Aérea Argentina, Comando de Regiones Aéreas of the Argentine Republic.

ARTICLE I

PURPOSE

The purpose of this memorandum is to establish cooperation and mutual assistance in Mapping, Charting and Geodesy (MC&G) and the exchange of aeronautical data and related information between DMA and the Fuerza Aérea Argentina, Comando de Regiones Aéreas, hereinafter referred to as the cooperating agencies. The Informal Exchange Arrangement, dated 1 February 1981, for the expeditious exchange of aeronautical information shall remain in force and is herewith added as Annex A to this Memorandum of Understanding and will be subject to the limitations provided in Article V herein.

ARTICLE II

SCOPE OF ARRANGEMENT

In furtherance of the joint program, the cooperating agencies will:

1. Coordinate and exchange operational requirement information to include annual programs and periodic production reports.

2. Exchange aeronautical data and related information.

3. Facilitate production program development in areas of mutual interest.

4. Exchange and loan instruments and equipment.

5. Efectuarán el adiestramiento de personal.

ARTICULO III

OBLIGACIONES MUTUAS

1. Se sobreentiende que cualquiera actividad que realicen bajo este arreglo las agencias cooperadoras, estará sujeta a las leyes nacionales y a las disponibilidades de aquellas en cuanto a personal, materiales y fondos para el respectivo propósito.

2. Toda clasificación de seguridad u otra restricción establecida por la autoridad competente de cualquiera de las dos agencias cooperadoras, será respetada por la otra.

3. Todo mapa o documento cartográfico de escala mayor a 1:250,000 y cualquier dato relacionado con los mismos que proporcione la agencia cooperadora argentina, podrán ser empleados por el gobierno de los Estados Unidos solamente dentro de su propio ámbito, salvo autorización expresa concedida por la citada agencia.

4. Con relación a la ejecución de los asuntos concernientes al presente arreglo, serán responsables y agentes principales, la DMA por los Estados Unidos y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, por la República Argentina.

5. Asimismo, El Servicio Geodésico Interamericano (IAGS) de la DMA, actuará como medio de contacto para canalizar las referidas cuestiones y la Oficina de Servicios de Distribución de la DMA coordinará el canje de las publicaciones sobre información aeronáutica y de vuelo.

6. Por su parte, el Departamento de Información Aeronáutica de la Dirección de Tránsito Aéreo, será el órgano argentino de contacto para las cuestiones relacionadas con la ejecución del arreglo y sus eventuales enmiendas.

5. Arrange for training of personnel.

ARTICLE III

MUTUAL OBLIGATIONS

1. It is understood that any action taken by either of the cooperating agencies under this MOU will be subject to the requirements of national laws and the availability to that agency of personnel, materials and funds for the purpose.

2. Any security classification or other release restrictions specified by the releasing authority of either cooperating agency will be respected by the recipient.

3. Any maps or cartographic documents larger than 1:250,000 scale and any data related thereto, provided by Argentina, shall not be released by the DMA outside the US Government without the prior authorization of the Argentine Republic.

4. With respect to the execution of work under the terms of this arrangement, the responsible parties and principal agents will be DMA for the United States and the Comando de Regiones Aéreas, Fuerza Aérea Argentina, for the Republic or Argentina.

5. Under DMA, the Inter American Geodetic Survey (IAGS) will serve as the U.S. point of contact for channeling all matters which will relate to implementation of this MOU. The DMA Office of Distribution Services will directly coordinate the exchange of aeronautical and flight information publications.

6. The Dirección de Tránsito Aéreo, Comando de Regiones Aéreas, Fuerza Aérea Argentina, is the Argentine point of contact on matters which relate to implementation of this MOU, and any amendments thereto.

7. Las agencias cooperadoras adoptarán las medidas necesarias para facilitar la entrada y salida en sus países, del personal, equipos y materiales relativos a la ejecución de este arreglo.

ARTICULO IV

PERSONAL, EQUIPOS Y MATERIALES

1. El personal, equipos y materiales relativo a este arreglo, permanecerán bajo el control del representante de la agencia cooperativa que los suministre.

ARTICULO V

VIGENCIA Y REVISION

1. Este arreglo entrará en vigencia a partir de su firma por los representantes autorizados de cada parte, y tendrá validez mientras no sea denunciado por cualquiera de ellas. Si la denuncia se produjere, el arreglo conservará vigencia durante seis (6) meses mas, a contar desde la fecha de la notificación de aquella.

2. Este arreglo podrá ser revisado cuando cualquiera de las agencias cooperadoras lo considere conveniente, a cuyo fin la interesada deberá dirigirse por escrito a la otra, expresando que desea realizar una reunión a dicho efecto.

En prueba de conformidad, los suscritos, debidamente autorizados, firman este arreglo hecho por duplicado en los idiomas español e inglés - siendo ambos auténticos - en la Ciudad de Buenos Aires a los 23 días del mes de Junio del año mil novecientos ochenta y uno.

~~Brigadier RICARDO OSVALDO BULARTE~~
JEFE ESTADO MAYOR
COMANDO DE REGIONES AEREAS

ANEXO A - Arreglo informal entre la Agencia Cartográfica de la Defensa y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, fechado el 1º de febrero de 1981.

7. The cooperating agencies will take the necessary steps to facilitate entries and departures in their countries of personnel, equipment and materials connected with joint operations.

ARTICLE IV

STATUS OF PERSONNEL AND EQUIPMENT

1. The personnel, equipment and materials related to this arrangement will remain under the control of the appointed representatives of the providing cooperative agency.

ARTICULO V

REVIEW AND ENTRY INTO EFFECT

This arrangement shall enter into effect upon signature by the authorized representatives of both governments and shall remain in force until six months after either of the cooperating agencies shall have notified the other of its intention to terminate the arrangement.

2. This arrangement will be subject to review at any time upon written notice by either of the cooperating agencies to the other that it wishes to consult with a view to amendment.

The undersigned, being duly authorized, have signed this arrangement, done in duplicate in the English and Spanish languages - both of which are equally authentic - in the City of Buenos Aires on the 23 rd day of the month of June of the year nineteen eighty-one.

Donald O. Aldridge Brig Gen USAF [1]

ANNEX A - Informal Exchange Arrangement between the Defense Mapping Agency and Fuerza Aérea Argentina, Comando de Regiones Aéreas, dated 1 February 1981.

[1] Donald O. Aldridge, Brig. Gen., USAF.

[ANNEX A]

INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

1. PURPOSE: The purpose of this arrangement is to provide for the expeditious exchange of aeronautical information publications and NOTAMs produced by the Defense Mapping Agency and the Fuerza Aerea Argentina, Comando de Regiones Aereas.

2. MATERIALS TO BE EXCHANGED:

a. The Defense Mapping Agency will provide the Fuerza Aerea Argentina, Comando de Regiones Aereas the items listed in Appendix I, on a nonreimbursable basis, with all future amendments and revisions thereto.

b. The Fuerza Aerea Argentina, Comando de Regiones Aereas will provide the items listed in Appendix II, on a nonreimbursable basis, with all future amendments and revisions thereto.

3. OPERATION OF EXCHANGE:

a. The materials and/or information specified in paragraph 2, above, will be shipped directly to the addresses listed in Appendixes I and II in the quantities specified.

b. The method of shipment shall be as specified in Appendixes I and II.

c. The cost of shipping the materials involved in this exchange will be sustained by the originating agency.

d. Each organization will automatically notify the other when an item exchanged on a recurring basis is discontinued or a similar item is initiated.

e. The normal channel of communication for matters concerning this exchange is between the Comando de Regiones Aereas, Direccion de Transito Aereo, Departamento de Informacion Aeronautica and the Defense Mapping Agency, Distribution Office Latin America, Flight Information Branch.

4. DISTRIBUTION OF OTHER MATERIALS:

Distribution or exchange of other materials (i.e., materials not produced by either party described herein) will be handled on an individual request basis at the discretion of the parties involved.

5. ALTERING OR TERMINATING ARRANGEMENT:

a. This exchange arrangement may be modified as desired and as mutually acceptable by exchange of correspondence and/or joint discussion.

b. Either organization may withdraw from this arrangement at any time upon notification to the other.

6. EFFECTIVE DATE AND TERMINATION DATE:

This arrangement becomes effective immediately and will remain in effect permanently unless either organization chooses to withdraw under the terms of paragraph 5, above.

ACUERDO INFORMAL DE CANJE DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 de febrero de 1981

1. PROPOSITO

El propósito de este acuerdo es tomar las medidas necesarias para el establecimiento de un sistema expedito para el canje de publicaciones de información aeronáutica y NOTAMs originados por la Defense Mapping Agency y la Fuerza Aerea Argentina, Comando de Regiones Aereas, Buenos Aires, Argentina.

2. MATERIALES A SER CANJEADOS

a. La Defense Mapping Agency proporcionará a la Fuerza Aerea Argentina, Comando de Regiones Aereas, libre de costo, las publicaciones enumeradas en el Apéndice I, así como también las enmiendas y revisiones que se sucedan.

b. La Fuerza Aerea Argentina, Comando de Regiones Aereas proporcionará a la Defense Mapping Agency, libre de costo, las publicaciones enumeradas en el Apéndice II, así como también las enmiendas y revisiones que se sucedan.

3. FUNCIONAMIENTO DEL SISTEMA DE CANJE

a. Las publicaciones y/o información especificadas en el párrafo 2 anterior serán remitidas directamente a las direcciones indicadas en los Apéndices I y II en las cantidades mencionadas.

b. Las remisiones se harán según se indica en los Apéndices I y II.

c. El costo de envío de las publicaciones cubiertas por este acuerdo será sufragado por la oficina de origen.

d. Cada una de las organizaciones notificará automáticamente a la otra cuando una de las publicaciones canjeadas regularmente sea descontinuada o cuando se inicie una publicación de naturaleza similar.

e. Las comunicaciones relacionadas con este acuerdo de canje serán normalmente tramitadas entre la Fuerza Aerea Argentina, Comando de Regiones Aereas y la Defense Mapping Agency, Distribution Office Latin America, Flight Information Branch.

4. EN LA RELACIONADO A OTRAS PUBLICACIONES

El proporcionar o canjear otras publicaciones (es decir, aquellas no originadas por las organizaciones aquí mencionadas), serán atendidas individualmente y complacidas a discreción de las partes contractuales.

5. ALTERACION O TERMINACION DEL ACUERDO

a. Este acuerdo podrá ser modificado según se desee y sea mutuamente aceptable, ya sea por medio de correspondencia o de una reunión personal conjunta.

b. Cualesquiera de las organizaciones puede cancelar este acuerdo en determinado momento previa notificación a la otra oficina.

6. FECHA DE EFECTIVIDAD Y DE TERMINACION

Este acuerdo entrará en vigencia immediatamente y tendrá validez permanente a menos que una de las organizaciones contractuales decida rescindirlo según las estipulaciones del párrafo 5, b, anterior.

INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

APPENDIX I

The Defense Mapping Agency will furnish the following Flight Information Publications (FLIPs) on a nonreimbursable basis. Current editions will be furnished immediately. Applicable amendments and/or new editions will be supplied in like quantities on an automatic basis.

DEPARTMENT OF DEFENSE FLIP PRODUCTS

PRODUCT TITLE	INFO COPIES
Caribbean and South America Terminal Low Altitude	4
Caribbean and South America Terminal High Altitude	4
Caribbean and South America Enroute Low Altitude Sets	4
Caribbean and South America Enroute High Altitude Sets	4
Caribbean and South America Enroute Area Chart A-1	4
Caribbean and South America Enroute IFR Supplement	2
United States Terminal Low Altitude (9 Volumes)	2
United States Terminal Low Altitude MANs (Vol 1-9)	2
United States Terminal High Altitude (4 Volumes)	2
United States Standard Instrument Departures (2 Volumes)	2
United States Standard Arrival Routes	2
United States Enroute Low Altitude	2
United States Enroute Low Altitude Chart 27	2
United States Enroute IFR Supplement	2
United States Enroute VFR Supplement	2
United States Enroute High Altitude	2
General Planning	2
Area Planning North and South America	2
Area Planning Special Use Airspace North and South America	2

SHIPPING INSTRUCTIONS

The publications listed in Appendix I will be shipped airmail to:

COMANDO DE REGIONES AEREAS
DIRECCION DE TRANSITO AEREO
DEPARTAMENTO DE INFORMACION AERONAUTICA
OFICINA 182 SECTOR VERDE
AVENIDA PEDRO ZANNI 250
1104 - BUENOS AIRES, ARGENTINA

INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

APPENDIX II

The Fuerza Aerea Argentina, Comando de Regiones Aereas will furnish three copies each of the following aeronautical information publications to the Defense Mapping Agency.

1. AIP - Argentina
2. Amendments to the AIP - Argentina
3. Manual for Pilots (M.A.P.I.)
4. Manual for Pilots (M.A.P.I.) Amendments
5. Instrument Approach and Landing Charts
6. IFR Navigation Charts: FIR/UIR/TMA/SID
7. "A" Type Sketches
8. Aerodromes Publications
9. Class II NOTAMs "A"
10. Class II NOTAMs "C"
11. Class I NOTAMs Summary
12. Aeronautical Information Circular (AIC)
13. Class I NOTAMs via AFTN teletype to MBHOYO and KCNFYN.
14. Any additional publications that become available pertinent to aeronautical information.
15. Any corrections to DOD FLIPs listed in Appendix I as noted and considered appropriate.

SHIPPING INSTRUCTIONS

One copy of all publications listed in Appendix II (except item 13) will be shipped via international airmail to the addresses below:

DMAAC/ADL
St. Louis AFS, Missouri 63118
USA

DMA
Distribution Office Latin America
Flight Information Branch
APO Miami 34002

Air Force
Central NOTAM Facility (AFCC)
Carswell AFB, Texas 76127
USA

ACUERDO INFORMAL DE INTERCAMBIO DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1° de febrero de 1981

APENDICE I

La Defense Mapping Agency proporcionará las siguientes Publicaciones de Información de Vuelo (FLIPS), libre de costo. Las ediciones corrientes se suministrarán inmediatamente. Las enmiendas y/o publicaciones nuevas se enviarán automáticamente en cantidades similares.

FLIPs PUBLICADOS POR EL DEPARTAMENTO DE DEFENSA

TITULO	CANTIDAD
Caribbean and South America Terminal Low Altitude	4
Caribbean and South America Terminal High Altitude	4
Caribbean and South America Enroute Low Altitude Sets	4
Caribbean and South America Enroute High Altitude Sets	4
Caribbean and South America Enroute IFR Supplement	4
Caribbean and South America Enroute Area Chart A-1	2
United States Terminal Low Altitude (9 Volumes)	2
United States Terminal Low Altitude MANs (Vol 1-9)	2
United States Terminal High Altitude (4 Volumes)	2
United States Standard Instrument Departures (2 Volumes)	2
United States Standard Arrival Routes	2
United States Enroute Low Altitude	2
United States Enroute Low Altitude Chart 27	2
United States Enroute IFR Supplement	2
United States Enroute VFR Supplement	2
United States Enroute High Altitude	2
General Planning	2
Area Planning North and South America	2
Area Planning Special Use Airspace North and South America	2

INSTRUCCIONES PARA EL ENVIO

Las publicaciones arriba enumeradas serán remitidas por correo aéreo a:

COMANDO DE REGIONES AEREAS
DIRECCION DE TRANSITO AEREO
DEPARTAMENTO DE INFORMACION AERONAUTICA
OFICINA 182 SECTOR VERDE
AVENIDA PEDRO ZANNI 250
1104 - BUENOS AIRES, ARGENTINA

ACUERDO INFORMAL DE INTERCAMBIO DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1° de febrero de 1981

APENDICE II

La Fuerza Aérea Argentina, Comando de Regiones Aéreas, proporcionará tres copias de cada una de las siguientes publicaciones de información aeronáutica, libres de cargo, a la Defense Mapping Agency:

1. AIP - Argentina
2. Enmiendas al AIP - Argentina
3. Manual para Pilotos (M.A.P.I.)
4. Enmiendas al Manual para Pilotos (M.A.P.I.)
5. Cartas de Aproximación y Aterrizaje por Instrumentos
6. Cartas de Navegación IFR: FIR/UIR/TMA/SID
7. Planos tipo "A"
8. Publicaciones de Aeródromos
9. NOTAMs Clase II "A"
10. NOTAMs Clase II "C"
11. Resúmen NOTAMs Clase I
12. Circulares de Información Aeronáutica (AIC)
13. NOTAMs Clase I via ARTN Teletipo a MBHOYO y KCNFYN
14. Cualesquier publicaciones relacionadas a la información aeronáutica.
15. Correcciones a los FLIPs del DOD que se consideren apropiadas.

INSTRUCCIONES PARA EL ENVIO

Una (1) copia de todas las publicaciones enumeradas en el Apéndice II, excepto artículo 13, será enviada por correo aéreo a cada una de las siguientes direcciones:

DMAAC/ADL
St. Louis, Missouri 63118
USA

DMA
Distribution Office Latin America
Flight Information Branch
APO Miami 34002

Air Force
Central NOTAM Facility (AFCC)
Carswell AFB, Texas 76127
USA

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—96-3

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10176

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NAVIGATION

OMEGA Station Le Reunion

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and FRANCE

Signed at Washington June 24, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

" . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

FRANCE

Navigation: OMEGA Station Le Reunion

Memorandum of understanding signed at Washington
June 24, 1981;
Entered into force June 24, 1981.

MEMORANDUM OF UNDERSTANDING CONCERNING THE OPERATION AND MAINTENANCE OF OMEGA STATION LA REUNION

1. GENERAL.

This Memorandum of Understanding between designated agencies of the Government of France and the Government of the United States is to document responsibilities and procedures for the operation and maintenance of OMEGA Station La Reunion.

2. RESPONSIBLE AGENCIES.

a. Le Ministere Francais de la Defense (MOD) will be the agency within the Government of France responsible for the execution of this Memorandum of Understanding. Le Ministere Francais de la Defense will be represented by Etat Major de la Marine (EMM) for station operations and by Direction Techniques des Constructions et Armes Navales (DTCN) in matters concerning station logistics and maintenance. Service de l'Information Aeronautique, Direction de la Navigation Aerienne, Secretariat General de L'Aviation Civile (SGAC/DNA) is the agency responsible for airborne OMEGA user information dissemination. Etablissement Principal du Service Hydrographique et Oceanographique de la Marine (EPSHOM) is the agency responsible for maritime OMEGA user information dissemination. When subordinate organizations are subsequently referred to in this Memorandum of Understanding, their responsible above-mentioned agency will be referenced.

b. The U.S. Coast Guard (USCG), an agency of the United States Department of Transportation (U.S. DOT), will be the agency within the U.S. Government responsible for the execution of this Memorandum of Understanding. The OMEGA Navigation System Operations Detail, a U.S. Coast Guard Headquarters Unit hereinafter referred to as ONSOD, will act as the U.S. Coast Guard's representative as designated herein.

3. STATION OPERATIONS.

a. Unless otherwise stated herein, EMM will be fully responsible for operation of OMEGA Station La Reunion.

b. Basic Operations. OMEGA Station La Reunion will be operated in accordance with the "OMEGA Navigation System Operations Manual" (ONSOM), with exceptions as noted in this Memorandum of Understanding or in direct correspondence between the responsible agencies. Periodically, the ONSOM will require amendment. Suggestions should be forwarded to ONSOD for review and coordination. These amendments will be distributed for inclusion in the ONSOM.

c. Synchronization. Synchronization of the cesium beam frequency standards is to be accomplished as follows: (1) OMEGA Station La

Reunion is to submit synchronization data as outlined in the ONSOM to ONSOD and the Japanese Maritime Safety Agency (JMSA). (2) JMSA will compute corrections based upon data submitted from all transmitting stations and provide Accum corrections and a system correction. (3) OMEGA Station La Reunion will insert these corrections in accordance with procedures in the ONSOM. As revised procedures and new state-of-the-art equipment become available, their utilization in lieu of the present methods and equipment for station and system synchronization shall be the subject of discussions between ONSOD and EMM.

d. Operating Frequencies. OMEGA Station La Reunion is to operate on 10.2 kHz, 11.050 kHz, 11 1/3 kHz, 12.30 kHz, and 13.6 kHz. Transmission of any other frequencies will not occur without coordination between the respective agencies.

e. Training. Training of personnel for OMEGA Station La Reunion is to be the responsibility of EMM if this training is on an individual basis. Annual refresher training for technicians and watchstanders will be provided by ONSOD at no cost with the exception that Le Ministere Francais de la Defense will pay for transportation and per diem expenses of the trainees.

4. STATION MAINTENANCE.

a. Unless otherwise stated herein the Bureau "Armes Equipement" des Constructions Navales (CN/AE) will represent DTCN and will be fully responsible for maintenance of all OMEGA station equipment furnished by the United States, as listed in Appendix I.

b. Field Changes. Field Changes, and initial spare parts, as developed by ONSOD for equipment furnished by the United States will be provided at no cost for materials to Service des Constructions et Armes Navales (SCAN) La Reunion which represents DTCN on La Reunion for installation at OMEGA Station La Reunion by station personnel. Any proposed alteration, the effectiveness of which has been evaluated by DTCN, other than ONSOD-furnished field changes, will be documented and verified and the appropriate information furnished to ONSOD for possible inclusion in a future formal field change. It is imperative that modifications to transmitting station equipment be kept under control by DTCN to insure system uniformity and continuity of all transmitting station equipments within the OMEGA navigation system. EMM and/or DCTN will notify ONSOD of any changes furnished by ONSOD that they elect not to install, and the reason therefore.

c. Off-Air Coordination. To insure maximum system availability, coordination of planned off-air time at each station within the system is necessary. All scheduled maintenance which may require cessation of usable transmission of the OMEGA signals from OMEGA Station La Reunion is to be scheduled to occur during the month of June each year. EMM will notify ONSOD of the specific off-air times required at least six weeks in advance. This notification shall also include the planned maintenance to be accomplished during the period. Emergency maintenance

is to be accomplished as expeditiously as possible. Notification of such emergency conditions will be in accordance with the ONSOM. Any maintenance other than emergency maintenance which cannot be scheduled for completion during the month of June should be coordinated between EMM and ONSOD whenever possible to insure minimum impact on worldwide operations and to enable timely advice to users.

5. TECHNICAL ASSISTANCE AND DOCUMENTATION.

a. ONSOD will provide all necessary publications and technical manuals required by DTCN to operate and maintain the United States-furnished electronics equipment. Formal changes and amendments to such manuals will be prepared and published by ONSOD and sent directly, at no cost, to SCAN La Reunion. SCAN La Reunion will notify ONSOD of any manual errors they may discover.

b. ONSOD will furnish SCAN La Reunion all appropriate technical advice and assistance as relates to maintenance and operation of the U.S.-furnished electronics equipments as mutually agreed between the parties on a case-by-case basis and will keep EMM and DTCN advised on any pertinent studies, analyses, programs, reports, or other relevant matter bearing on the use, design, operations, or maintenance of the OMEGA system, and to the maximum extent possible will provide copies of such information and material to EPSHOM. Likewise, EMM or DTCN is to keep ONSOD advised of similar matters which may be developed in France and which would be of interest or aid in managing or improving the OMEGA system.

c. DTCN shall correspond directly with Commander, Coast Guard Activities Europe, located in London, U.K., concerning all engineering, inspection, maintenance, and repair matters relating to the OMEGA Station La Reunion antenna tower and associated hardware whenever USCG assistance is required. Joint inspections of the antenna tower system and related maintenance work shall be arranged at intervals determined by these respective agencies.

6. LOGISTICS.

a. The U.S. Coast Guard will, up until 1 October 1979, provide any spare part needed for the United States-furnished electronics equipment and the antenna listed in Appendix I, as required by SCAN La Reunion and as available. Subsequent to this date, DTCN shall be responsible for all costs and shall reimburse the USCG for any and all parts requisitioned from the USCG and required for operation and maintenance of the U.S.-furnished equipment.

b. DTCN is to be fully responsible for all station operation and maintenance costs other than the aforementioned spare parts.

c. All electronics equipment and antenna system spare parts are to be requisitioned by SCAN La Reunion in accordance with the provisions and procedures contained in the ONSOM. Parts not listed in the

Electronic Repairs Parts Allowance List (ERPAL) and Allowance Parts List (APL) shall be clearly described on the requisitions, including manufacturer's part number, address, sizes, circuit or drawing numbers and any other descriptive information helpful in ordering parts. Such requisitions shall include the phrase "Commercial Purchase Required".

d. DTCN will be fully responsible for all French customs, duties and taxes which may be levied on materials, equipment or supplies imported or re-exported under this Memorandum of Understanding. Effective 1 October 1979, DTCN is to fund for, provide and arrange for all transportation of materials after delivery to the Material French Military Mission, Washington, DC, or its designated agent, to fund for and provide overseas transportation of materials and equipment which may have to be returned to the United States for calibration, adjustment, repair or replacement. General logistics procedures are described in Appendix II. More specific logistics procedures will be incorporated into a logistics plan titled "Logistics Plan - OMEGA Station La Reunion" to be developed and implemented by the responsible agencies.

e. Defective circuit cards will be replaced with a workable unit on a turn-in basis. Effective 1 October 1979 repair charges will be at the expense of DTCN.

7. SYSTEM ORGANIZATION

Technical conferences will be held from time to time to discuss OMEGA system matters of mutual concern between participating countries. The responsible agencies shall also participate in the formation and activities of a permanent international forum for consultation regarding the operation and maintenance of the OMEGA system.

8. USER INFORMATION DISSEMINATION.

a. Information pertaining to the useability of OMEGA Station La Reunion will be sent by OMEGA Station La Reunion to the Defense Mapping Agency - Hydrographic/Topographic Center, and ONSOD. In addition, EPSHOM and SGAC/DNA will be informed, by separate message, from OMEGA Station La Reunion.

b. Information pertaining to system useability is to be disseminated from ONSOD to EPSHOM and SGAC/DNA through Address Indicator Group (AIG) 8980. The purpose of this AIG being to provide up-to-date operational notifications in message form for users of the OMEGA Navigation System. EPSHOM and SGAC/DNA will be responsible for further dissemination of this information as required for the information of French OMEGA system users.

9. PROPERTY TITLE.

a. The Government of the United States shall retain title to all U.S.-furnished equipment installed or located at OMEGA La Reunion as listed in Appendix I.

b. The Government of the United States may remove, without restriction, materials and equipment no longer required for the operation and maintenance of the Station. Such materials and equipment shall not be disposed of within La Reunion or other territory under French sovereignty except under conditions to be agreed upon by the respective agencies.

10. LIABILITY.

a. The Government of the United States or any of its agencies will not be liable for any damage to property or injury to persons solely by virtue of the fact that title to certain equipment and materials remains in the Government of the United States.

b. In the event of a natural catastrophe the Government of France shall be liable for any damage to the installation and the buildings, except that the Government of the United States shall be liable for any damage to the materials and equipment to which it retains title. In the event of such catastrophe, or destruction due to any other cause, reconstruction of the Station or portions thereof shall be negotiated.

c. Nothing in this Memorandum of Understanding shall be considered as authorizing judicial or administrative action against the U.S. Government in France or La Reunion. Reciprocally nothing in this Memorandum of Understanding shall be considered as authorizing judicial or administrative action against the French Government.

11. SETTLEMENT OF DISAGREEMENT.

In the event of any disagreement during the implementation of this Memorandum of Understanding for which a satisfactory solution cannot be reached by mutual agreement; it is agreed that the following procedure to settle the difference will be invoked:

a. A committee of four members, two of them designated by the USCG and two designated by the French MOD, will consider the disagreement and Propose a Mutual agreement for settlement of the issue.

b. If a mutual agreement cannot be reached by the aforementioned committee the committee will issue a report citing the points of agreement and disagreement. This report will be submitted to the Commandant of the U.S. Coast Guard and the French Minister of Defense who will make the decision on the final solution.

12. FUNDING

To the extent that participation by the Government of the United States in the operation and maintenance of the Station is dependent upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds. Similarly, to the extent that participation by the French Government in the operation and maintenance of the Station is dependent upon funds to be appropriated by the Parliament, it shall be subject to the availability of such funds.

13. TERMS OF AGREEMENT.

This Memorandum of Understanding shall remain in force for an initial period of ten years unless terminated during this period by mutual agreement between the two parties and thereafter until either party shall have given one year's written notice to the other party of its inteniton to terminate.

APPENDIX I - U.S. furnished equipment installed at OMEGA Station La Reunion

APPENDIX II - General procedures for ordering, transporting and paying for materials and repair parts for U.S. - furnished equipment.

For Le Ministere Francais de la Defense

I.G.A. TOUFFAIT
Directeur Technique des Constructions Navales

For the United States Coast Guard

R. A. BAUMAN
Rear Admiral, U.S. Coast Guard
Chief, Office of Navigation

24 JUN 1981

APPENDIX I

U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION LA REUNION

1. TRANSMITTING EQUIPMENTS:

Description	QUANTITY	Serial Number
a. Timing/Control Set; AN/FRN-30	1	A3
b. Radio Transmitting Set; AN/FRN-88	2	A15 A16
c. Antenna Tuning Set; AN/FRQ-18(V)	1	A8
d. Transmitting antenna system, consisting of:	1	
(1) Antenna Structure including 1400 foot tower and 98 foot tower (pylonet) and tripod insulator, guy lines, radials and downlead		
(2) Insulator Assemblies and Lighting System		
(3) Bushing on top of helix house		
(4) Connections between downlead and bushing		

2. FIELD STRENGTH MEASURING EQUIPMENT:

Description	Quantity	Serial Number
a. Loop Antenna; URM-6	1	
b. Signal Generator; HP-204D	1	
c. Volt OHM Meter; Fluke 8600A-01	1	
d. Current xtmr; Pearson 1114 0.01V/A	1	
e. Tri-Pod; 7536-20	1	
f. VLF Tuned Amplifier; Megatek LPA-1A	1	
g. Oscilloscope; Tektronix 455	1	
h. Battery Pack; Tektronix 1106	1	

U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION LA REUNION (cont.)

3. STATION TEST EQUIPMENT:

	Description	Quantity	Serial Number
a.	Storage Oscilloscope; USM-184A	1	
b.	Oscilloscope; USM-281A;	1	712
c.	Oscilloscope Test Mobile	1	1304A
d.	Oscillator Audio; HQ-651B	1	961-05534
e.	Digital Counter; HP-5245L	1	0980A20649
f.	Oscilloscope Camera; HP-197A	1	913-04355
g.	Multimeter; Simpson	2	N/A
h.	Video VTVM; Balatine 314A	2	
i.	Electronic Voltmeter; HP-410C	1	982-12493
j.	D.C. VTVM; HP-412A	1	
k.	Frequency Converter; HP-5253B	1	
l.	Time Interval Unit; HP-5262A	1	
m.	HV Probe; HP-11036A	1	18944
n.	Tube Tester; TV-7D/V	1	307A
o.	D.C. Power Supply; Gates-G30-32	1	J5
p.	Transistor Test Set; USM-206A	1	A321
q.	Dual Channel Vert Amp; PL-1186A/USM	3	
r.	Time Base; PL-1187A/USM	3	

U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION LA REUNION (cont.)

4. MISCELLANEOUS GROUP:

	Description	QUANTITY	Serial Number
a.	Heatless Dehydrator; Andrews 192A/1921A	1	2102
b.	Corona Detector; NELC TD-266 (Timer)	1	7
c.	Corona Detector Logic; Unit and Monitor Panal	1	A8

APPENDIX II

GENERAL PROCEDURES FOR ORDERING, TRANSPORTING AND PAYING FOR MATERIALS AND REPAIR PARTS FOR U.S.-FURNISHED EQUIPMENT

1. ECN La Reunion will prepare and forward requests for material procurement or parts repair to Coast Guard Supply Center, Brooklyn (CG SUPCEN Brooklyn) in accordance with the terms stipulated in paragraph 6.d. of the Memorandum of Understanding. A copy of each request will be sent to both the French Military Mission (FMM), Washington, DC, and ECAN Paris.

2. CG SUPCEN Brooklyn will ship the materials or repaired equipment to the forwarding agent's warehouse chosen by FMM, who will then arrange for the items to be forwarded to DTCA (Villacoublay).

3. Upon receiving the freight forwarding warehouse receipts, FMM will process necessary payments to the United States Coast Guard via the French Financial Control, Washington, DC.

PROTOCOLE D'ACCORD POUR LA MISE EN OEUVRE
ET LA MAINTENANCE DE LA STATION OMEGA DE LA REUNION

I. GENERALITES.

Le présent Protocole d'Accord est destiné à fixer les responsabilités et les procédures pour la mise en oeuvre et la maintenance de la Station OMEGA de la REUNION. Il est établi entre les Services, désignés ci-après, des Gouvernements des ETATS-UNIS et de la FRANCE.

2. SERVICES RESPONSABLES.

a. Le Ministère Français de la Défense est l'Administration responsable au sein du Gouvernement Français pour l'exécution de ce Protocole. Le Ministère Français de la Défense est représenté par l'Etat-Major de la Marine (EMM) en ce qui concerne la mise en oeuvre opérationnelle de la station et par la Direction Technique des Constructions Navales (D.T.C.N.) en ce qui concerne l'aspect logistique et la maintenance. Le Service de l'Information Aéronautique de la Direction de la Navigation Aérienne, dépendant du Secrétariat Général de l'Aviation Civile (SGAC/DNA) est l'organisme responsable de la diffusion de l'information aux usagers de l'Aviation. L'Etablissement Principal du Service Hydrographique et Océanographique de la Marine (EPSHOM) est l'organisme responsable de la diffusion de l'information aux usagers de la Marine. Lorsque des organismes subordonnés seront mentionnés dans ce Protocole d'Accord, il sera fait référence à leurs administrations responsables ci-dessus mentionnées.

b. L'"U.S. Coast Guard" (U.S.C.G.) dépendant du Ministère Américain des Transports est l'organisme responsable au sein du Gouvernement des ETATS-UNIS de l'exécution de ce Protocole d'Accord. "L'OMEGA Navigation System Operations Detail", service dépendant du Quartier Général des "U.S. Coast Guard" et référencé ci-après par le sigle "ONSOD", est le représentant des "U.S. Coast Guard" tel que définis dans le présent Protocole d'Accord.

3.- MISE EN OEUVRE OPERATIONNELLE DE LA STATION.

a. Sauf exceptions mentionnées dans le présent Protocole, l'E.M.M. est entièrement responsable de la mise en oeuvre opérationnelle de la Station OMEGA de LA REUNION.

b. Documents de base : La Station OMEGA de LA REUNION sera mise en oeuvre conformément au document intitulé : "OMEGA Navigation System Operation Manual" (ONSOM) sauf exceptions mentionnées dans le présent Protocole d'Accord ou résultant d'une correspondance directe entre les organismes responsables. L'ONSOM sera périodiquement mis à jour. Les suggestions de mise à jour devront être envoyées à l'ONSOD pour approbation et coordination. Les mises à jour seront distribuées pour insertion dans l'"ONSOM".

c. Synchronisation : La synchronisation des horloges au césium sera effectuée comme suit :

1. La Station OMEGA de LA REUNION fournira à l'ONSOD et au "Japanese Maritime Safety Agency" (JMSA) les données de synchronisation telles qu'elles sont définies dans l'ONSOM.

2. JMSA effectuera les calculs de correction à partir des données fournies par toutes les stations d'émission et fournira les corrections "ACCUM" et une table de correction.

3. La Station OMEGA de LA REUNION prendra en compte ces corrections conformément aux procédures définies par l'ONSOM.

L'utilisation, en remplacement des méthodes et équipements actuels utilisés pour la synchronisation de la station et du système, de procédures et d'équipements nouveaux, fera l'objet de négociations entre l'ONSOD et l'EMM.

d. Fréquences utilisées : La Station OMEGA de LA REUNION émet sur les fréquences 10,2 kHz, 11,050 kHz, 11,33 kHz ; 12,30 kHZ et 13,6 kHz. L'émission sur d'autres fréquences ne pourra intervenir sans accord entre les services responsables.

e. Formation : La formation individuelle du personnel incombe à l'EMM. Un stage de recyclage annuel pour les techniciens et les opérateurs sera organisé gratuitement par l'ONSOD. Les frais de transport et les indemnités de mission des stagiaires resteront cependant à la charge du Ministère Français de la Défense.

4. MAINTENANCE DE LA STATION.

a. Sauf exceptions mentionnées dans le présent Protocole d'Accord, le Bureau "Armes Equipements" (CN/AE) représente la DTCN et est responsable de la maintenance de tous les équipements d'origine Américaine en service à la Station dont la liste est donnée en Appendice I.

b. Lots de modifications : Les lots de modifications et les rechanges initiaux correspondants, définis par l'ONSOD, pour les équipements fournis par les ETATS-UNIS, seront délivrés, à titre gracieux, au Service des Constructions et Armes Navales (SCAN de LA REUNION, représentant la DTCN à LA REUNION) pour installation à la station par le personnel local. Des propositions de modification, autres que celles proposées par l'ONSOD, dont l'efficacité aurait été reconnue et vérifiée par la DTCN, pourront être décrites et envoyées à l'ONSOD pour inclusion éventuelle dans un futur lot de modifications.

Afin d'assurer l'identité des matériels des stations d'émission du réseau de navigation OMEGA et la bonne marche du système il est impératif que la DTCN conserve le contrôle de ces modifications. L'EMM et (ou) la DTCN indiqueront à l'ONSOD les modifications qu'ils n'ont pas l'intention de faire et la raison de leur refus.

c. Coordination des indisponibilités : Il est nécessaire, afin de garantir la disponibilité maximum du système, de coordonner, à l'intérieur du système, les périodes d'indisponibilité de chaque station. Toute opération de maintenance programmée qui peut entrainer l'arrêt des émissions de la Station OMEGA de LA REUNION doit intervenir annuellement au mois de juin. L'EMM notifiera à l'ONSOD, avec un préavis d'au moins 6 semaines, la durée et les dates d'indisponibilité prévues. Cet avis indiquera également les travaux de maintenance prévus au cours de cette période.

Les interventions d'urgence devront être effectuées aussi rapidement que possible. La notification de telles interventions d'urgence sera faite suivant la procédure définie dans l'ONSOM. Toute opération de maintenance, autre que les interventions d'urgence, qui ne pourra être effectuée en juin, devra, dans la mesure du possible, faire l'objet d'un accord entre l'EMM et l'ONSOD afin de réduire au minimum l'impact sur la mise en oeuvre mondiale du système et permettre d'avertir les usagers en temps utile.

5.- ASSISTANCE TECHNIQUE ET DOCUMENTATION.

a. L'ONSOD fournira toute la documentation et les manuels techniques demandés par le Ministère Français de la Défense pour mettre en oeuvre et entretenir les équipements électroniques fournis par les ETATS-UNIS. Les modifications et mises à jour de cette documentation seront préparées par l'ONSOD et envoyées directement, à titre gracieux, au SCAN LA REUNION. Ce dernier fera part à l'ONSOD de toutes les erreurs qu'il pourrait découvrir dans la documentation.

b. Comme cela a été décidé d'un commun accord entre les deux parties, l'ONSOD fournira, au cas par cas, au SCAN LA REUNION, toute assistance et tous avis techniques appropriés concernant la mise en oeuvre et la maintenance des équipements électroniques propriété des ETATS-UNIS. Il tiendra également l'EMM et la DTCN informés de toutes les études, analyses, programmes, rapports et autres travaux équivalents portant sur l'utilisation, la conception, la mise en oeuvre et la maintenance du système OMEGA et, dans la mesure du possible, fournira copies de ces informations et documents à l'EPSHOM. Réciproquement, l'EMM et la DTCN tiendront l'ONSOD informé de travaux similaires qui pourraient être effectués en FRANCE et qui présenteraient un intérêt ou constitueraient une aide pour l'organisation ou l'amélioration du système OMEGA.

c. La DTCN correspondra directement avec le Commandant des Coast Guard en EUROPE (Coast Guard Activities Europe) à LONDRES pour tout ce qui relève de l'ingénierie, de l'inspection, de la maintenance et des réparations de l'antenne et du matériel associé de la Station OMEGA de LA REUNION, lorsque l'assistance de l'U.S.C.G. sera demandée. Des inspections conjointes de l'antenne et des travaux de maintenance associés seront organisées, à intervalles déterminés, par ces deux organismes.

6.- LOGISTIQUE.

a. Jusqu'au premier Octobre 1979, les U.S. Coast Guard fourniront, sur demande du SCAN LA REUNION et suivant disponibilité, les rechanges nécessaires pour les équipements électroniques propriété des ETATS-UNIS et pour l'antenne, suivant liste en Appendice I. A partir de cette date, la DTCN supportera la charge financière de l'approvisionnement de ces rechanges et devra rembourser aux US Coast Guard, la valeur des rechanges requis pour la mise en oeuvre et la maintenance des équipements propriété des ETATS-UNIS.

b. La DTCN supportera la charge financière des coûts de mise en oeuvre et de maintenance de la Station autres que les rechanges mentionnés ci-dessus.

c. Tous les rechanges pour les équipements électroniques et l'ensemble antenne devront être demandés par le SCAN LA REUNION conformément aux termes et procédures définis dans l'ONSCM. Les rechanges non compris dans l'"Electronic Repair Part Allowance List" (ERPAL) et l'"Allowance Parts List" (APL) devront être décrits clairement sur la demande avec, en particulier, le numéro repère du fabricant, l'adresse, les dimensions, les numéros repères de circuits ou de plans et toute autre information pouvant être utile pour la commande du matériel. Une telle demande devra comporter la mention "Commercial Purchase Required".

d. La DTCN prendra en charge tous droits de douanes et taxes qui pourraient être imposés par la règlementation française sur les matériels, équipements et fournitures importés ou réexportés du fait de ce Protocole d'Accord. A partir du 1er Octobre 1979, la DTCN devra financer et prendre en charge le transport du matériel après livraison à la Mission Technique de l'Armement WASHINGTON, DC, ou à son agent désigné. Elle devra également financer et prendre en charge le transport outre-mer de tout matériel et équipement susceptible d'être envoyé aux ETATS-UNIS pour étalonnage, mise au point, réparation ou remplacement. Les grandes lignes de la procédure pour résoudre les problèmes de logistique sont décrites en Appendice II. Des procédures plus détaillées seront incorporées dans un "plan logistique" intitulé : "Logistic Plan - OMEGA Station LA REUNION" qui doit être défini et appliqué par les organismes responsables.

e. Les cartes de circuits imprimés défectueuses seront remplacées par échange standard. Les échanges reposeront sur le principe d'envoi de la carte défectueuse après réception du rechange. A partir du 1er Octobre 1979, la réparation sera facturée à la DTCN.

7. ORGANISATION DU SYSTEME :

Des conférences techniques se tiendront de temps en temps afin de discuter de questions relatives au système OMEGA intéressant tous les pays participants. Les organismes responsables doivent également participer à la création et aux activités d'une commission consultative permanente internationale où seront débattues les questions relatives à la mise en oeuvre et à la maintenance du système OMEGA.

8. DIFFUSION DE L'INFORMATION AUX USAGERS :

a. Les informations relatives à la disponibilité de la Station OMEGA de LA REUNION seront envoyées par la station à la "Defense Mapping Agency-Hydrographic Topographic Center" et à l'ONSOM. De plus l'EPSHOM et le SGAC/DNA seront informés par un message séparé de la Station OMEGA de LA REUNION.

b. Les informations relatives à la disponibilité du système OMEGA seront diffusées par l'ONSOD à l'EPSHOM et au SGAC/DNA via l'"Adress Indicator Group (AIG) 8980". L'objet de cet AIG est de fournir une notification opérationnelle à jour sous forme de message aux usagers du système de navigation OMEGA. L'EPSHOM et le SGAC/DNA seront responsables de la diffusion de ces informations en tant que de besoin pour l'information des usagers français du système OMEGA.

9. DROIT DE PROPRIETE.

a. Les équipements fournis par les ETATS-UNIS énumérés dans l'Appendice I et installés ou mis en place à la Station OMEGA de LA REUNION resteront propriété du grouvernement des ETATS-UNIS.

b. Le Gouvernement des ETATS-UNIS pourra reprendre, sans aucune restriction, les matériels et équipements qui ne seront plus nécessaires pour la mise en oeuvre et la maintenance de la Station. Ces matériels et équipements ne pourront être utilisés à d'autres fins sur l'Île de LA REUNION ou autre territoire sous souveraineté Française sauf s'il en est convenu expressément entre les services responsables.

10. RESPONSABILITE.

a. Le seul fait que certains matériels et équipements restent propriété des ETATS-UNIS n'engagera pas la responsabilité du Gouvernement des ETATS-UNIS ou d'aucun de ses services en cas de dommage matériel ou corporel.

b. Dans l'éventualité d'une catastrophe naturelle le Gouvernement Français sera responsable pour tout dommage aux installations et aux bâtiments, le Gouvernement des ETATS-UNIS restant responsable des dommages causés aux matériels et équipements dont il reste propriétaire. Dans l'éventualité d'une telle catastrophe ou d'une destruction due à toute autre cause, la reconstruction de tout ou partie de la Station sera négociée.

c. Rien, dans cet accord, ne pourra être considéré comme autorisant poursuites administratives ou judiciaires contre le Gouvernement des ETATS-UNIS en FRANCE METROPOLITAINE ou à LA REUNION.

De même, rien dans cet accord ne pourra être considéré comme autorisant des poursuites administratives ou judiciaires contre le Gouvernement Français.

11. REGLEMENT DES LITIGES :

En cas de litige et si un règlement à l'amiable ne peut être obtenu, il est convenu de régler comme suit tout différend qui surviendrait à l'occasion de l'exécution du présent accord :

a. Une commission paritaire de quatre membres, dont deux seront désignés par l'US COAST GUARD et deux par le Ministère Français de la Défense examinera le différend et établira des propositions communes en vue de son règlement.

b. A défaut pour elle d'y parvenir, la commission établira un rapport précisant les points d'accord et les points de désaccord.

Ce rapport sera soumis au Commandant de l'US Coast Guard et au Ministre Français de la Défense qui décideront de la solution définitive.

12. FINANCEMENT :

La participation du Gouvernement des ETATS-UNIS à la mise en oeuvre et à la maintenance de la Station dépendant des fonds alloués par le Congrès des ETATS-UNIS, cette participation reste subordonnée à l'octroi de ces fonds. De même la participation du Gouvernement Français à la mise en oeuvre et à la maintenance de la Station dépendant des fonds alloués par le Parlement, cette participation reste sujette à l'octroi de ces fonds.

13. DUREE DE L'ACCORD :

Le présent Protocole d'Accord restera en vigueur pendant 10 ans sauf si les 2 parties en décident autrement d'un commun accord. L'accord pourra ensuite être dénoncé d'une manière unilatérale par une des parties sous réserves d'une notification, à l'autre partie, avec un préavis d'un an.

Appendice I : Liste des équipements "propriété des ETATS-UNIS" installés à la Station OMEGA LA REUNION.

Appendice II : Procédures générales pour commander, transporter et payer les matériels et rechanges pour les équipements "propriété des ETATS-UNIS.

Pour le Ministère Français de la Défense

I.G.A. TOUFFAIT
Directeur Technique des Constructions Navales

Pour les "United States Coast Guard"

R.A. RAIMAN
Rear Admiral, U.S. Coast Guard
Chief, Office of Navigation

24 JUL 1991

APPENDICE I

Liste des Equipements fournies par les ETATS-UNIS

1.- TRANSMITTING EQUIPMENTS

Description	Quantity	Serial Number
a. Timing/Control Set ; AN/FRN-30	1	A3
b. Radio Transmitting Set ; AN/FRN-88	2	A15 A16
c. Antenna Tuning Set ; AN/FRQ-18 (V)	1	A8
d. Transmitting antenna system, consisting of :	1	
(1) Antenna Structure including 1400 foot tower and 98 foot tower (pylonet) and tripod insulator, guy lines, radials and downlead		
(2) Insulator Assemblies and Lighting System		
(3) Bushing on top of helix house		
(4) Connections between downlead and bushing		

2.- FIELD STRENGTH MEASURING EQUIPMENT :

Description	Quantity	Serial Number
a. Loop Antenna ; URM-6	1	
b. Signal Generator ; HP-204D	1	
c. Volt OHM Meter ; Fluke 8600A-01	1	
d. Current xtmr ; Pearson 1114 0.01V/A	1	
e. Tri-Pod ; 7536-20	1	
f. VLF Tuned Amplifier ; Megateck LPA-1A	1	
g. Oscilloscope ; Tektronix 455	1	
h. Battery Pack ; Tektronix 1106	1	

Liste des Equipements fournis par les ETATS-UNIS (suite)

3.- STATION TEST EQUIPMENT :

Description	Quantity	Serial Number
a. Storage Oscilloscope ; USM-184A	1	
b. Oscilloscope ; USM-281A ;	1	712
c. Oscilloscope Test Mobile	1	1304A
d. Oscilloscope Audio ; HQ-651B	1	961-05534
e. Digital Counter ; HP-5245L	1	0980A20649
f. Oscilloscope Camera ; HP-197A	1	713-04355
g. Multimeter ; Simpson	2	N/A
h. Video VTVM ; Balatine 314 A	2	
i. Electronic Vomtmeter ; HP-410	1	982-12493
j. D.C. VTVM ; HP-412A	1	
k. Frequency Converter ; HP-5253B	1	
l. Time Interval Unit ; HP-5262A	1	
m. HV Probe ; HP-11036A	1	18944
n. Tube Tester ; TV-7D/V	1	307A
o. D.C. Power Supply ; Gates-G30-32	1	J5
p. Transistor Test Set ; USM-206A	1	A321
q. Dual Channel Vert Amp ; PL-1186A/USM	3	
r. Time Base ; PL-1187A/USM	3	

Liste des Equipements fournis par les ETATS-UNIS (suite)

4.- MISCELLANEOUS GROUP :

Description	Quantity	Serial Number
a. Heatless Dehydrator : Andrews 192A/1921A	1	2102
b. Corona Detector ; NELC TD-266 (Timer)	1	7
c. Corona Detector Logic ; Unit and Monitor Panel	1	A8

APPENDICE II

Modalités de commande, de transport et de paiement des matériels fournis onéreusement par le Magasin des Coast Guard

1.- Les commandes de matériels ou les envois en réparation font l'objet de demandes adressées par le SCAN LA REUNION au Magasin des Coast Guard (COGARD SUPCEN BROKLYN).

La MIA WASHINGTON et l'ECAN PARIS sont en copie de ces demandes qui doivent être rédigées suivant les indications du paragraphe 6. d. du texte de l'accord technique.

2.- Le Magasin des Coast Guard livre le matériel à l'entrepôt du transitaire agréé de la MIA WASHINGTON qui l'adresse à la D.T.C.A. de VILLACOUBLAY.

3.- Après vérification de l'entrée du matériel dans l'entrepôt du transitaire, la MIA WASHINGTON assure la liquidation des dépenses et ordonne le paiement par les soins du payeur à WASHINGTON.

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POSTAL

Express Mail Service

Agreement, With Detailed Regulations, Between the UNITED STATES OF AMERICA and SOUTH AFRICA

Signed at Pretoria and Washington
May 25 and June 29, 1981

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SOUTH AFRICA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Pretoria and Washington May 25 and June 29, 1981;
Entered into force July 1, 1981.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DEPARTMENT OF POSTS AND TELECOMMUNICATIONS OF THE REPUBLIC OF SOUTH AFRICA

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between the United States of America and the Republic of South Africa, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and Sections - Articles and Sections of this Agreement, except when the context indicates an article is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement, the domestic counterparts of which are Express Mail service in the United States and Priority Mail in the Republic of South Africa;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of size and weight fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the probitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

1. An item of International Express Mail:

(a) shall not exceed one meter for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size limits established in Section 1.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. The administrations may agree, by exchange of correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under Section 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other adminsitration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 20 Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 21 Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended, not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire three months after either administration notifies the other in writing of termination.

---

[1] July 1, 1981.

Done in duplicate and signed at Washington, D.C. on the 29th day of June, 1981, and at Pretoria, South Africa on the 25th day of May, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

[1]

ASSISTANT POSTMASTER GENERAL
INTERNATIONAL POSTAL AFFAIRS

FOR THE POSTAL ADMINISTRATION OF THE REPUBLIC OF SOUTH AFRICA:

(W.T.B. RIDGARD)
DEPUTY POSTMASTER GENERAL
STAFF AND POSTS

[1] H. Edgar S. Stock.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DEPARTMENT OF POSTS AND TELECOMMUNICATIONS OF THE REPUBLIC OF SOUTH AFRICA

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Department of Posts and Telecommunications of the Republic of South Africa.

Article 101 Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Samples of Merchandise

1. Each item containing samples of merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex or telegraph and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, telegraph, or telephone, of the details concerning the arrival and redirection of each item or *bag arriving* out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in

each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Alterations or Amendments

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 117 Entry into Force and Duration

1. These Detailed Regulations shall come into force on the same date as the Inte national Express Mail Agreement to which they refer.

2. These Detailed Regulations, and any amendments thereto pursuant to Article 116, shall have the same duration as the International Express Mail Agreement to which they refer.

Done in duplicate and signed at Washington, D.C. on the 29th day of June, 1981, and at Pretoria, South Africa on the 25th day of May, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

ASSISTANT POSTMASTER GENERAL
INTERNATIONAL POSTAL AFFAIRS

FOR THE POSTAL ADMINISTRATION OF THE REPUBLIC OF SOUTH AFRICA:

(W.T.B. RIDGARD)
DEPUTY POSTMASTER GENERAL
STAFF AND POSTS

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ECONOMIC ASSISTANCE

Commodity Imports Loan

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo June 28, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Economic Assistance: Commodity Imports Loan

Agreement signed at Cairo June 28, 1981;
Entered into force June 28, 1981.

A.I.D. Loan No. 263-K-055

LOAN AGREEMENT

BETWEEN

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

FOR

COMMODITY IMPORTS

DATED: June 28, 1981

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A.I.D. Loan No. 263-K-055

COMMODITY IMPORT LOAN AGREEMENT

Dated: June 28, 1981

Between

the Arab Republic of Egypt ("Borrower")

and

the United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Loan

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to assist the Borrower in meeting a serious foreign exchange shortage, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend to the Borrower under the terms of this Agreement, not to exceed Seventy Million United States dollars ($70,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal".

Article 2: Loan Terms

Section 2.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum

[1] 75 Stat. 424; 22 U.S.C. § 2151.

for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5.5.) of each respective disbursement, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 2.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 2.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in United States dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 2.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all of any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

Section 2.5. Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the country of the Borrower, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 8.3., and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 8.3., the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under Subsection (c). The negotiations will take place at a location mutually agreed upon by

the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of Economy in the Arab Republic of Egypt.

Section 2.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent. Prior to the first disbursement under this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Borrower pursuant to Section 8.2., together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 3.1 have been met, it will promptly notify the Borrower.

Section 3.3. Terminal Date for Conditions Precedent. If all the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower.

Article 4: Procurement, Eligibility, and Utilization of Commodities

Section 4.1. A.I.D. Regulation 1. This Loan and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2. Eligible Items.

(a) The commodities eligible for financing under this Loan shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Borrower in accordance with Section 8.1 of this Agreement.

Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Loan. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Loan or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete certain commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Borrower under this Agreement for the financing of the commodity. In any event, however, the Borrower will be notified through the A.I.D. Mission in its country of any decision by A.I.D. to exercise its right pursuant

to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities or commodity-related services may be financed under the Loan if they were procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Loan by or for Borrower, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Borrower will undertake to assure that public sector and end-users under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 4.6. Special Procurement Rules.

(a) None of the proceeds of this Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

Section 4.7. Financing Physical Facilities. Not more that $1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of a physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1, except as A.I.D. may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Borrower will assure that commodities financed under this Loan will be effectively used for the purposes for which the assistance is made available. To this end, the Borrower will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters, and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Borrower will assure that commodities financed under this Loan will not be reexported in the same or substantially the same form, unless specifically authorized by A.I.D.

(c) Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D.

Section 4.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($10,000), except as A.I.D. may otherwise agree in writing. The minimum size of transactions restriction is not applicable for end-use importers.

Article 5: Disbursement

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, Borrower may obtain disbursements of funds under this Loan by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Borrower and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Borrower for payments made by them to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Borrower and may be financed by this Loan.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorization. No letter of commitment or other disbursement

authorization will be issued in response to a request received after thirty-six (36) months from the date the Borrower satisfies the Conditions Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of Loan funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1 after thirty-six (36) months from the date the Borrower satisfies the Condition Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents

may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the Loan will be free from, and the Principal and interest will be paid free from, any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Borrower will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Loan and the performance of borrower's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Loan as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such period and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Loan; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the

commodities financed under this Loan at any point, including the point of use.

Section 6.3. Completeness of Information. The Borrower confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Loan, are accurate and complete, and include all facts and circumstances that might materially affect the Loan and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Loan or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payment. Borrower affirms that no payments have been or will be received by any official of the Borrower in connection with the procurement of goods or services financed under the Loan, except fees, taxes, or similar payments legally established in the country of the Borrower.

Section 6.5. Periodic Discusssions. Periodically, but no less than annually, the Borrower and A.I.D. will meet to discuss the status of the economy, associated economic issues and the relationship of the A.I.D. program to those concerns.

Section 6.6. Private Sector. The Borrower covenants to continue its support of appropriate participation by the private

sector in transactions financed under this Agreement and will take all necessary steps to make available to the private sector no less than Thirty Five Million Dollars ($ 35,000,000) of the proceeds of the FY 1981 Grant and Loan for Commodity Imports.

Article 7: Termination; Remedies

Section 7.1. Cancellation by Borrower. The Borrower may, by giving A.I.D. 30 days written notice, cancel any part of the Loan which has not been disbursed or committed for disbursement to third parties.

Section 7.2. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(a) to pay when due any interest or installment of Principal required under this Agreement, or

(b) to comply with any other provision of this Agreement, or

(c) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

(1) such unrepaid Principal and accrued interest hereunder will be due and payable immediately, and

(2) the amount of any further disbursements made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

Section 7.3. Suspension. If at any time:

(a) An Event of Default has occurred; or

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest, installment of Principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent they have not been utilized through irrevocable commitments to third parties or otherwise, giving prompt notice thereof to the Borrower;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Loan be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

Section 7.4. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

Section 7.5. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 7.6. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Borrower to refund the amount of such

disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.7. Nonwaiver of Remedies. No delay in exercising or omitting to exercise any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers, or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of this Agreement. Except as permitted by particular provisions of this

Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the offices of the Minister of State for Economy and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The name of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Borrower:

Mail Address: Ministry of Economy
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 8.4. Information and Marking. The Borrower will give appropriate publicity to the Loan as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
BY :	BY :
NAME : Dr. Abdel Razzak Abdel Meguid	NAME : Alfred L. Atherton, Jr.
TITLE: Deputy Prime Minister for Economic & Financial Affairs & Minister of Planning, Finance and Economy	Title: American Ambassador

Implementing Organization

In acknowledgment of the foregoing Agreement, a representative of the implementing organization has subscribed his name:

MINISTRY OF ECONOMY

BY : _____

NAME : Dr. Soliman Nour El Din

TITLE: Minister of State for Economy

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ECONOMIC ASSISTANCE

Commodity Imports Grant

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo June 28, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

EGYPT

Economic Assistance: Commodity Imports Grant

Agreement signed at Cairo June 28, 1981;
Entered into force June 28, 1981.

A.I.D. Grant No. 263-K-603

GRANT AGREEMENT

BETWEEN

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

FOR

COMMODITY IMPORTS

Dated: June 28, 1981

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A.I.D. Grant No. 263-K-603

COMMODITY IMPORT GRANT AGREEMENT

Dated: June 28, 1981

Between

the Arab Republic of Egypt ("Grantee")

and

the United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Grant

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to assist the Grantee in meeting a serious foreign exchange shortage, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Grantee under the terms of this Agreement, not to exceed Two Hundred Thirty Million United States dollars ($230,000,000) ("Grant").

Article 2: Conditions Precedent to Disbursement

Section 2.1. Conditions Precedent to Initial Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of

[1] 75 Stat. 424; 22 U.S.C. § 2151.

documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 7.2, together with a specimen signature of each person certified as to its authenticity.

Section 2.2. Additional Condition Precedent to Initial Disbursement for Trade Financing Facility. Prior to any disbursement or the issuance by A.I.D. of any letter of commitment or other authorization for disbursement under the Grant for the Trade Financing Facility, the Grantee and A.I.D. shall mutually agree in writing upon procedures governing the use of the Facility.

Section 2.3. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 2.1 and 2.2 have been met, it will promptly notify the Grantee.

Section 2.4. Terminal Date for Conditions Precedent. If all the conditions specified in Section 2.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 3: Procurement, Eligibility, and Utilization of Commodities

Section 3.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 3.2 Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Grantee in accordance with Section 7.1 of this Agreement. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Grant. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first

Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D, will exercise this right no later than the date on which it expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified through the A.I.D. Mission in the Arab Republic of Egypt of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 3.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 3.4. Eligibility Date. No commodities or commodity-related services may be financed under this Grant if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 3.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Grantee will undertake to assure that public sector end-users under this Grant establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 3.6. Special Procurement Rules

(a) None of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Grantee must certify to the facts in the vouchers or other documents retained as part of the Grant records.

Section 3.7. Financing Physical Facilities. Not more than $1,000,000 from the proceeds of this Grant shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1, except as A.I.D. may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 3.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be reexported in the same or substantially the same form, unless specifically authorized by A.I.D.

(c) Grantee shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not

included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D.

Section 3.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars ($10,000), except as A.I.D. may otherwise agree in writing. The minimum size of transaction restriction is not applicable for end-use importers.

Article 4: Disbursement

Section 4.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

Section 4.2. Other Forms of Disbursement Authorizations. Disbursements of the Grant may also be made through such other means as the parties may agree to in writing.

Section 4.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty-six (36) months from the date the Grantee satisfies the Conditions Precedent in Section 2.1, except as A.I.D. may otherwise agree in writing.

Section 4.4. Terminal Date for Disbursement. No disbursement of Grant funds shall be made against documentation received by A.I.D. or any bank described in Section 4.1. after thirty-six (36) months from the date the Grantee satisfies the Conditions Precedent in Section 2.1, except as A.I.D. may otherwise agree in writing.

Section 4.5. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 4.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above,

the Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 3.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 5: General Covenants

Section 5.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 5.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such periods and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

Section 5.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

Section 5.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee.

Section 5.5. Periodic Discussions. Periodically, but no less than annually, the Grantee and A.I.D. will meet to discuss the status of the economy, associated economic issues, and, until resolved, implementation of the Fiscal Year 1980 fertilizer importation program to determine if special arrangements shall be instituted to resolve issues related to that program.

Section 5.6. Private Sector. The Grantee covenants to continue its support of appropriate participation by the private sector in transactions financed under this Agreement and will take all necessary steps to make available to the private sector no less than Thirty Five Million Dollars ($35,000,000) of the proceeds of the FY 1981 Grant and Loan for Commodity Imports.

Sectin 5.7. Use of Local Currency.

(a) Grantee will establish a Special Account in the Central Bank of Egypt and deposit therein currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account shall be made available to meet the requirements of the United States.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

Section 5.8. Set Asides. Unless A.I.D. otherwise agrees in writing, any set asides or extraordinary allocations of funds shall be mutually agreed to by the Parties and set forth in Implementation Letters. The Parties may also agree in such Implementation Letters as to which set asides will not result in the accrual of proceeds to the Grantee and hence not require the deposit of counterpart funds into the Special Account.

Article 6: Termination; Remedies

Section 6.1. Termination. This Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Section 6.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provisions of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occured under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

Section 6.3. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 6.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably commited to third parties.

Section 6.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D's obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 6.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers or remedies.

Article 7: Miscellaneous

Section 7.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of the Minister of State for Economy and/or the Senior Undersecretary of State for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:

Mail Address: Ministry of Economy
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Grantee, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 7.4. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
BY :	BY :
NAME : Dr. Abdel Razzak Abdel Meguid	NAME : Alfred L. Atherton, Jr.
TITLE: Deputy Prime Minister for Economic & Financial Affairs & Minister of Planning, Finance and Economy	TITLE: American Ambassador

Implementing Organization

In acknowledgment of the forgoing Agreement, a representative of the implementing organization has subscribed his name:

MINISTRY OF ECONOMY

BY :

NAME : Dr. Soliman Nour El Din

TITLE: Minister of State for Economy

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—96-897

10195

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10195

DOUBLE TAXATION

Taxes on Income

Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO

Interpreting Certain Articles
of the Convention of August 1, 1977

Effected by Exchange of Letters
Signed at Washington and Rabat
October 25, 1979

with

Note signed at Rabat April 17, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MOROCCO

Double Taxation: Taxes on Income

Agreement interpreting certain articles of the convention of August 1, 1977.
Effected by exchange of letters
Signed at Washington and Rabat October 25, 1979;
With note signed at Rabat April 17, 1981;
Entered into force December 30, 1981.

READEX FICHE best copy available

The Assistant Secretary for Tax Policy, Department of the Treasury, to the Moroccan Director of Tax Division, Ministry of Finance

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

ASSISTANT SECRETARY

October 25, 1979

Dear Mr. Medaghri:

In connection with the recently negotiated income tax convention between the Government of the United States and the Government of the Kingdom of Morocco, which was signed in Rabat on August 1, 1977,[1] certain questions have arisen with respect to which it is deemed appropriate that there be an exchange of notes regarding the agreement reached by the delegations from our two countries.

Under Article 21(2) of the Convention, for purposes of computing the appropriate amount of taxes paid to Morocco, a citizen or resident of the United States is permitted to elect to include in the Moroccan tax for which he claims a tax credit the amount he is required to invest in Moroccan equipment bonds under Article 37 of the Royal Decree No. 1.010-65 of the 8th of Ramadan 1385 (December 31, 1965), in accordance with regulations to be issued by the United States Secretary of the Treasury. Under Article 21(2), any amount which has been so claimed and which is repaid by the Government of Morocco must be treated by the United States taxpayer as a refund of Moroccan tax for the year of repayment. Under United States domestic law, when a taxpayer treats an amount as a refund of a foreign tax for which a foreign tax credit was previously claimed, he is not charged interest except to the extent interest is paid to him by the foreign government. It is our understanding that under Article 37 of Royal Decree No. 1.010-65 of the 8th of Ramadan, a taxpayer will receive payments of interest from the Moroccan Government on Moroccan equipment bonds. It is agreed by our delegations that, with respect to a United States taxpayer who elects to include an amount invested in Moroccan equipment bonds in his Moroccan tax for which foreign tax credit is claimed, any interest paid on the bonds by the Moroccan Government will belong to the United States. It is agreed, however, that Moroccan taxes may be deducted from such interest. Regulations to be issued by the Treasury department pursuant to Article 21(2) will so provide.

[1] TIAS 10194; 33 UST.

Paragraph 1 of Article 25 of the Convention covers claims made by taxpayers of a Contracting State to one of the two tax administrations. The solutions arrived at in the course of the mutual agreement procedure provided for by paragraph 1 of Article 25 will be implemented notwithstanding the time limits in effect in the two Contracting States.

I have the honor to propose to you that the present note and your reply thereto constitute the legal interpretation of Articles 21(2) and 25(1) of the Convention.

Please accept, Mr. Director, the assurances of my highest consideration.

Donald C. Lubick
Assistant Secretary for Tax Policy

Mr. Alaoui Medaghri
Director of Tax Division
Ministry of Finance
Rabat, Morocco

The Moroccan Director of Tax Division, Ministry of Finance, to the Assistant Secretary for Tax Policy, Department of the Treasury

ROYAUME DU MAROC
KA/RZ.
MINISTERE DES FINANCES

DIVISION DES IMPOTS

RABAT, LE 25 OCT. 1979

17/344/DI

Monsieur le Directeur :

J'ai l'honneur de faire référence à votre lettre de ce jour qui stipule :

"Comme suite à la convention en matière d'impôts sur le revenu négociée récemment entre le Gouvernement des Etats-Unis et le Gouvernement du Royaume du Maroc, convention signée à Rabat le 1er Août 1977, certaines questions ayant été soulevées, il a été jugé approprié qu'elles fassent l'objet d'un échange de notes relatives à l'accord conclu par les délégations de nos deux pays.

Au titre du paragraphe 2 de l'article 21 de la Convention les ressortissants ou résidents des Etats-Unis sont autorisés, aux fins de calcul du montant approprié d'impôts acquittés au Maroc, à opter pour inclure dans l'impôt marocain pour lequel ils réclament une déduction d'impôt, le montant qu'ils sont tenus d'investir dans les bons d'équipement marocains aux termes de l'article 37 du Décret royal n° 1.001-65 du 8 Ramadan 1385 (31 décembre 1965), conformément aux réglements devant être établis par le Ministre des Finances des Etats-Unis. Au titre du paragraphe 2 de l'article 21 tout montant ayant été ainsi déduit et qui est remboursé par le Gouvernement du Maroc doit être traité par le contribuable américain comme un remboursement d'impôt marocain pour l'année du remboursement. Conformément aux dispositions de la législation nationale des Etats-Unis, lorsqu'un contribuable traite un montant comme un remboursement d'impôt étranger pour lequel une déduction d'impôt étranger a été réclamée préalablement, il n'est tenu de payer aucun intérêt sauf dans la mesure où l'intérêt lui est versé par le gouvernement étranger. Nous croyons comprendre qu'en vertu de l'article 37 du Décret royal n° 1.010-65 du 8 Ramadan, tout contribuable reçoit des intérêts du Gouvernement du Maroc sur les bons d'équipement marocains. Il est convenu par nos délégations qu'en ce qui concerne un contribuable américain qui opte pour inclure, dans le calcul de son impôt marocain, un montant investi dans les bons d'équipement marocains, pour lequel une déduction étrangère est réclamée, tout intérêt versé sur les bons par le Gouvernement marocain appartiendra aux Etats-Unis. Il est convenu toutefois que les impôts marocains peuvent être déduits desdits intérêts. Des dispositions seront stipulées dans les réglements devant être émis par le Ministère des Finances conformément au paragraphe 2 de l'article 21.

Le paragraphe 1 de l'article 25 de la Convention porte sur les requêtes faites par les contribuables d'un des Etats contractants à l'une des deux administrations fiscales. Les solutions obtenues dans le cadre de la procédure amiable prévue au paragraphe 1 de l'article 25 seront exécutoires nonobstant les délais de prescription en vigueur dans les deux Etats contractants.

J'ai l'honneur de proposer que la présente note ainsi que votre réponse y relative constituent l'interprétation légale du paragraphe 2 de l'article 21 et du paragraphe 1 de l'article 25 de la Convention".

J'ai l'honneur de vous informer que je suis d'accord avec la teneur de votre lettre.

Veuillez agréer, Monsieur le Directeur, les assurances de ma haute considération.

Ala Ul Kadaghri
Directeur des Impôts
Ministere des Finances

Mr. Donald C. Lubick
Assistant Secretary for Tax Policy
Department of the Treasury
Washington, D.C. 20220

TRANSLATION

ROYAUME DU MAROC

MINISTERE DES FINANCES

DIVISION DES IMPOTS

17/344/D.1.

RABAT, LE

October 25, 1979

Dear Mr. Lubick:

I have the honor to refer to your letter of today's date which reads as follows :

[For the English language text, see pp. 2-3.]

I have the honor to propose to you that the present note and your reply thereto constitute the legal interpretation of Articles 21 (2) and 23 (1) of the Convention".

I wish to inform you that I agree with the contents of your letter.

Please accept, Mr. Director, the assurances of my highest consideration.

Alaoui Mdaghri
Director of Tax Division
Ministry of Finance

Mr. Ronald C. Lubick
Assistant Secretary for Tax Policy
Department of the Treasrury
Washington, D.C. 20220

INTERPRETIVE NOTE TO ARTICLE 10, PARAGRAPH 2 (b)

With reference to the Agreement between the United States of America and the Kingdom of Morocco signed at Rabat on August 1, 1977, it is understood that the Moroccan tax on profits of Moroccan branches and establishments available for remittance to their American home offices will be subject to the limitation as is provided in Article 10, paragraph 2 (b) of this Agreement with respect to taxation of dividends distributed by subsidiaries to their parents.

Done at Rabat, April 17, 1981

For the Secretary of the Treasury of the United States of America

Mr. John Brayton Redecker
Economic Counselor of the Embassy of the United States of America

For the Minister of Finance of the Kingdom of Morocco

Mr. Medaghri Alaoui Mohamed
Director of Taxes

Modèle N° 2655 — نموذج رقم 2655

ROYAUME DU MAROC — المملكة المغربية
MINISTERE DES FINANCES — وزارة المالية
Division des Impôts — قسم الضرائب
SERVICE DES IMPOTS URBAINS — مصلحة الضرائب الحضرية
N° _____ — رقم _____
OBJET — الموضوع :

Rabat, le _____ الرباط في

NOTE RELATIVE A L'INTERPRETATION
DE L'ARTICLE 10, PARAGRAPHE 2 (b)

Par référence à la Convention entre le Royaume du Maroc et les Etats Unis d'Amérique signée à Rabat le 1er Août 1977, Il est entendu que l'impôt marocain sur les profits des succursales et établissements marocains mis à la disposition de leurs sociétés mères américaines sera établi suivant la limitation prévue à l'article 10, paragraphe 2 (b) de cette Convention relatif à la taxation des dividendes distribués par les filiales aux sociétés mères.

Fait à Rabat, le 17 Avril 1981.

Pour le Ministre des Finances
du Royaume du Maroc

Mr. MEDAGHRI ALAOUI MOHAMED

Directeur des Impots

Pour le Secrétaire au Trésor
des Etats Unis d'Amérique

Mr. JOHN BRAYTON REDECKER

Conseiller aux Affaires
Economiques et Commerciales
près l'Ambassade des Etats
Unis d'Amérique au Maroc

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10196

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Agreement Between the
UNITED STATES OF AMERICA
and ECUADOR

Amending and Extending the
Agreement of September 18, 1975,
as Extended

Effected by Exchange of Notes
Dated at Quito December 3 and 4, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ECUADOR

Tracking Station

Agreement amending and extending the agreement of September 18, 1975, as extended.
Effected by exchange of notes
Dated at Quito December 3 and 4, 1981;
Entered into force December 4, 1981.

The Ecuadorean Ministry of Foreign Relations to the American Embassy

REPUBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

Nº 69 GV/SE

-3 DIC. 1981

El Ministerio de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene a honra referirse a las conversaciones mantenidas a partir del 3 de septiembre último, oportunidad en la cual a nombre del Gobierno de los Estados Unidos de América se informó que, después de considerar cuidadosamente los requerimientos técnicos de las misiones espaciales tanto existentes como proyectadas y frente a la no disponibilidad de fondos para la programación espacial de los Estados Unidos en su totalidad, la Administración Nacional de Aeronáutica y del Espacio de los Estados Unidos (NASA), ha decidido cerrar, en futuro cercano, la Estación para el rastreo de satélites y vehículos espaciales situada en Cotopaxi.

Al respecto, el Ministerio de Relaciones Exteriores, atento a las circunstancias señaladas en las aludidas conversaciones, considera de singular importancia, dentro del espíritu de colaboración que debe orientar las relaciones entre ambos países, concretamente expresado tanto en el Acuerdo General para la Ayuda Económica y Técnica y para propósitos afines, suscrito el 17 de abril de 1962, como en el Acuerdo sobre Cooperación en Programas en el Ecuador para Observar y Seguir el Rumbo de Satélites y Vehículos del Espacio, firmado el 18 de septiembre de 1975, y la última extensión que de éste se hiciera hasta el 4 de di

A LA HONORABLE EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA,
C I U D A D .-

ciembre de 1981, fijar el siguiente procedimiento en base al cual se ponga término hasta el 4 de junio de 1982 a las relaciones contractuales derivadas del citado Acuerdo de 1975;

PRIMERO .- Terminación de las relaciones laborales: El Gobierno de los Estados Unidos de América asume todas las responsabilidades de conformidad con el Artículo IX del Acuerdo del 18 de septiembre de 1975.

SEGUNDO .- Asistencia Técnica para uso futuro de la Estación Cotopaxi: El Gobierno de los Estados Unidos de América, a través de NASA, ofrecerá, a su costo, asesoría técnica al Gobierno del Ecuador por conducto de los organismos nacionales que éste determine, mediante el envío de expertos en asuntos relacionados con el uso futuro de la Estación Cotopaxi, durante el período de 6 meses, esto es, del 4 de diciembre de 1981 al 4 de junio de 1982, para contribuir a la identificación y realización de programas con fines no militares definidos por los organismos ecuatorianos competentes.

TERCERO .- Infraestructura física de la Estación: El Gobierno de los Estados Unidos de América, por conducto de NASA, transferirá al Gobierno del Ecuador, a título gratuito, bienes, equipos y materiales actualmente en la Estación, para el uso futuro de la misma. El Organismo Cooperativo de los Estados Unidos, previa consulta con los Orga-

nismos ecuatorianos competentes, selecionará los equipos y materiales que el Gobierno de los Estados Unidos, por medio de su Organismo Cooperativo, pueda continuar utilizando en sus operaciones mundiales, y exportará tales bienes de acuerdo con lo previsto en el párrafo (2) del Artículo VI del Acuerdo de 1975. Tales bienes que estén disponibles por medio de la donación se enajenarán de conformidad con el mismo procedimiento de consulta.

CUARTO .- Mantenimiento de la Estación: Durante el período señalado - en el punto segundo, el Gobierno de los Estados Unidos de - América, a través de la NASA, sufragará el mantenimiento de la Estación.

El Ministerio de Relaciones Exteriores estima que de ser - aceptable este procedimiento, por parte de la Embajada de los Estados - Unidos de América, daríanse por terminadas las relaciones contractuales previstas en el Acuerdo de 1975, en base a una solución justa y equitativa, en los términos arriba señalados.

El Ministerio de Relaciones Exteriores aprovecha la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su atenta y distinguida consideración.

Quito, a -3 DIC. 1981

MINISTERIO DE RR. EE. SUBSECRETARIA GENERAL

The American Embassy to the Ecuadorean Ministry of Foreign Relations

No. 54

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Ecuador and has the honor to refer to the Ministry's Note No. 69 GM/SE dated December 3, 1981, proposing a procedure for an orderly and equitable termination of the operation by the National Aeronautics and Space Administration (NASA) of the Cotopaxi station, which states:

"The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to conversations initiated September 3, 1981, at which time on behalf of the United States Government, the Embassy advised that after carefully considering current as well as future technical requirements of space missions and confronting the unavailability of funds for the United States space program in its entirety, NASA has decided to close, in the near future, the satellite and space vehicle tracking station at Cotopaxi.

"In that regard, the Ministry of Foreign Relations, alert to the circumstances indicated in those conversations, considers it of singular importance, within the spirit of collaboration which should guide relations between both countries, concretely expressed

in the General Agreement for Economic, Technical and Related Assistance, signed April 17, 1962,[1] as well as in the Agreement Relating to the Cooperative Program in Ecuador for the Observation and Tracking of Satellites and Space Vehicles, signed September 18, 1975, and the most recent extension of the latter until December 4, 1981,[2] to set forth the following procedure by which the contractual relationship derived from the aforementioned Agreement of 1975 shall be terminated on June 4, 1982:

"ONE.- Termination of Labor Relations: The Government of the United States of America assumes all responsibilities in conformity with Article IX of the Agreement of September 18, 1975.

"TWO.- Technical Assistance for the Future Use of the Cotopaxi Station: The Government of the United States of America, through NASA, shall offer, at its expense, technical advice to the Government of Ecuador through the national agencies which the latter may determine, by means of the sending of experts in matters relating to the future use of the Cotopaxi station, during the six-month period, that is, between December 4, 1981 and June 4, 1982, with the object of contributing to the identification and realization of programs having non-military purposes defined by the competent Ecuadorean agencies.

"THREE.- Physical Infrastructure of the Station: The Government of the United States of America, through NASA, shall transfer to the Government of Ecuador,

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[1] TIAS 5003; 13 UST 425.
[2] TIAS 8282, 9042; 27 UST 1835; 32 UST.

free of charge, property, equipments and material now at the station for the future use of the station. The United States Cooperating Agency, after consultation with the competent Ecuadorean agencies, will select those equipments and materials which the United States Government, through its Cooperating Agency, can continue utilizing in its worldwide operations, and will export such property in accordance with Article VI, paragraph 2, of the Agreement of 1975. Such property as may be disposable by donation shall be transfered by the same consultative procedure.

"FOUR.- Maintenance of the Station: During the period indicated in the second proviso, the Government of the United States of America, through NASA, will bear the cost of the maintenance of the Station.

"The Ministry of Foreign Relations considers that if this procedure should be acceptable to the Embassy of the United States of America, the contractual relations stipulated in the Agreement of 1975 would be considered terminated fairly and equitably on the aforementioned terms.

"The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States the assurances of its attentive and distinguished consideration.

"Quito, December 3, 1981."

The Embassy is pleased to respond that the Government of the United States finds acceptable this procedure which shall terminate on June 4, 1982 the mutual rights and obligations of the 1975 Agreement.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

Embassy of the United States of America,

Quito, December 4, 1981.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—97-388

10198

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10198

TRACKING STATIONS

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Amending the Agreement
of May 29, 1980

Effected by Exchange of Notes
Dated at Canberra July 21, 1981

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S9.10:

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

AUSTRALIA

Tracking Stations

Agreement amending the agreement of May 29, 1980.
Effected by exchange of notes
Dated at Canberra July 21, 1981;
Entered into force July 21, 1981.

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 113

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to the Agreement concluded between the Government of the United States of America and the Government of Australia on May 29, 1980[1] concerning Space Vehicle Tracking and Communications Facilities. In accordance with the spirit of cooperation inherent in that Agreement, and with particular reference to paragraph 2(2), further discussions have been held between representatives of both countries with a view to establishing a turnaround ranging system near Alice Springs in the Northern Territory to provide precision tracking accuracy for the NASA Tracking and Data Relay Satellite System.

Accordingly, as provided for in paragraph 2(2) of the Agreement between the United States of America and Australia of May 29, 1980, the Government of the United States proposes that the list of facilities set forth in paragraph 2(1) be amended by the inclusion of the turnaround ranging system described above.

The Embassy proposes that if the foregoing proposal is acceptable to the Government of Australia, this Note and the reply of the Department of Foreign Affairs to that effect, shall constitute and evidence an Agreement between the two Governments which shall amend the Agreement of May 29, 1980 on and from the date of the Department's reply.

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[1] TIAS 9781; 32 UST.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, July 21, 1981.

The Australian Department of Foreign Affairs to the American Embassy

CH110460

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 113 of 21 July 1981 concerning a proposed amendment to the Agreement of 29 May 1980 between the Government of Australia and the Government of the United States of America concerning Space Vehicle Tracking and Communications Facilities. The Embassy's Note reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honour to refer to the Agreement concluded between the Government of the United States of America and the Government of Australia on May 29, 1980 concerning Space Vehicle Tracking and Communications Facilities. In accordance with the spirit of cooperation inherent in that Agreement, and with particular reference to paragraph 2(2), further discussions have been held between representatives of both countries with a view to establishing a turnaround ranging system near Alice Springs in the Northern Territory to provide precision tracking accuracy for the NASA Tracking and Data Relay Satellite System.

Accordingly, as provided for in paragraph 2(2) of the Agreement between the United States of America and Australia of May 29, 1980, the Government of the

United States proposes that the list of facilities set forth in paragraph 2(1) be amended by the inclusion of the turnaround ranging system described above.

The Embassy proposes that if the foregoing proposal is acceptable to the Government of Australia, this Note and the reply of the Department of Foreign Affairs to that effect, shall constitute and evidence an Agreement between the two Governments which shall amend the Agreement of May 29, 1980 on and from the date of the Department's reply.

The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Department of Foreign Affairs has the honour to confirm that the proposal outlined in the Embassy's Note is acceptable to the Government of Australia and that the Embassy's Note and this reply shall together constitute an Agreement between the Government of Australia and the Government of the United States of America which shall amend the Agreement of 29 May 1980 concerning Space Vehicle Tracking and Communications Facilities on and from the date of this reply.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA, A.C.T.

21 July 1981

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—97-390

10200

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10200

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CRIMINAL INVESTIGATIONS

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY

Extending the Agreement of
July 8, 1976, as Extended

Effected by Exchange of Letters
Signed at Washington July 7 and
August 24, 1981

READEX FICHE best copy available

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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TURKEY

Criminal Investigations

Agreement extending the agreement of July 8, 1976, as extended.
Effected by exchange of letters
Signed at Washington July 7 and August 24, 1981;
Entered into force August 24, 1981;
Effective July 8, 1981.

The Assistant Attorney General, Criminal Division, to the Turkish Ambassador

TURKISH EMBASSY
WASHINGTON D.C.

July 7, 1981

Dr. D. Lowell Jensen
Assistant Attorney General
Criminal Division
Department of Justice
Room No. 2107
Washington, D.C.

Dear Mr. Jensen,

With reference to my letter of today, I have the honour to request, upon instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administration of Justice in connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters", dated July 8, 1976[1] for another year, starting as of July 8, 1981.

If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement.

Sincerely yours,

Şükrü Elekdag
Ambassador of the
Turkish Republic

[1] TIAS 8371, 9810; 27 UST 3419; 32 UST.

The Turkish Ambassador to the Assistant Attorney General, Criminal Division

U.S. Department of Justice

Criminal Division

Office of the Assistant Attorney General *Washington, D.C. 20530*

August 24, 1981

His Excellency Sikru Elekdag
Ambassador of the Turkish Republic
Embassy of the Republic of Turkey
Washington, D.C. 20008

Dear Mr. Ambassador:

I have the honor to refer to your letter of July 7, 1981, which states in pertinent part as follows:

> "With reference to my letter of today, I have the honour to request, upon instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administration of Justice in connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters" dated July 8, 1976 for another year, starting as of July 8, 1981.
>
> If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement."

This letter of reply concerning the proposed extension of the Agreement of July 8, 1976, for an additional year, as requested in your above-mentioned letter of July 7, 1981, constitutes an Agreement between the United States Department of Justice and the Turkish Ministry of Justice effective July 8, 1981.

Please accept the renewed assurances of my consideration.

Sincerely,

D. Lowell Jensen

D. Lowell Jensen
Assistant Attorney General
Criminal Division

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—97-472

10201

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10201

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ATOMIC ENERGY

Application of Safeguards by the IAEA to United States–Turkey Cooperation

Protocol Between the
UNITED STATES OF AMERICA,
TURKEY and the INTERNATIONAL
ATOMIC ENERGY AGENCY

Prolonging the Agreement
of September 30, 1968

Signed at Vienna June 30, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to United States–Turkey Cooperation

Protocol prolonging the agreement of September 30, 1968.
Signed at Vienna June 30, 1981;
Entered into force June 30, 1981.

PROTOCOL PROLONGING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Agreement between the International Atomic Energy Agency, the Government of the Republic of Turkey and the Government of the United States of America for the Application of Safeguards, signed on 30 September 1968 [1] (hereinafter referred to as the "Safeguards Transfer Agreement"), provides that it will remain in force during the term of the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Turkey Concerning Civil Uses of Atomic Energy, signed on 10 June 1955, as amended [2] (hereinafter referred to as the "Agreement for Cooperation");

WHEREAS Section 33 of the Safeguards Transfer Agreement provides that it may be prolonged for further periods as agreed by the parties;

WHEREAS the Agreement for Cooperation has expired 9 June 1981;

WHEREAS the Government of the Republic of Turkey has affirmed that it will continue to hold materials, equipment and devices which it or authorized persons under its jurisdiction have received pursuant to the Agreement for Cooperation, and special nuclear material produced by the use of such materials, equipment or devices, subject to the terms and conditions of that Agreement and to the Safeguards Transfer Agreement;

NOW, THEREFORE, the International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Republic of Turkey and the Government of the United States of America have agreed as follows:

1. The Safeguards Transfer Agreement shall continue in force, unless otherwise agreed by the parties, until the Agency has terminated, in accordance with the terms of that Agreement, the safeguards provided for in that Agreement.

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[1] TIAS 6692; 20 UST 780.

[2] TIAS 3320, 4748, 5828, 6040, 7122; 6 UST 2703; 12 UST 519; 16 UST 886; 17 UST 827; 22 UST 673.

2. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Government of the Republic of Turkey and the Government of the United States of America.

DONE in Vienna on the thirtieth day of June 1981, in triplicate in the English language.

For the GOVERNMENT OF THE REPUBLIC OF TURKEY: [1]

Ecmel Barutcu

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Roger Kirk [2]

For the INTERNATIONAL ATOMIC ENERGY AGENCY: [3]

Sigvard Eklund

---

[1] Ecmel Barutcu.
[2] Roger Kirk.
[3] Sigvard Eklund.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—97-473

10202

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10202

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ATOMIC ENERGY

Transfer of Research Reactor and Enriched Uranium to Malaysia

Agreement Between the
UNITED STATES OF AMERICA,
MALAYSIA, and the INTERNATIONAL
ATOMIC ENERGY AGENCY

Amending the Agreement
of September 22, 1980

Signed at Vienna June 12 and
July 22, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Atomic Energy: Transfer of Research Reactor and Enriched Uranium to Malaysia

Agreement amending the agreement of September 22, 1980.
Signed at Vienna June 12 and July 22, 1981;
Entered into force July 22, 1981.

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:
PRIERE DE RAPPELER LA REFERENCE: 250-04.11-MAL-1

12 June 1981

Sir,

I have the honour to refer to the Supply and Project Agreement of 22 September 1980 [1] between the International Atomic Energy Agency and the Governments of Malaysia and the United States of America, the text of which is set forth in document INFCIRC/287, and to the approval given by the Board of Governors on 12 June 1981 for the further transfer by the Government of the United States to the Government of Malaysia, through the Agency, of 5 480 grams of uranium with an enrichment of under 20 per cent in the isotope uranium-235 and contained in fuel elements for use in the TRIGA research reactor project covered by the said Agreement.

Pursuant to the authorization given by the Board of Governors, I am pleased to propose that paragraph 1(a) of Article III of the Agreement be amended to read as follows:

"1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Malaysia of the following materials (hereinafter called the "supplied materials") for the supplied reactor:

(a) Approximately 30 240 grams of uranium enriched to approximately 19.90 per cent by weight in the isotope uranium-235, contained in fuel elements; and "
(sub-paragraph (b) remains unchanged).

- The Resident Representative
of Malaysia to the IAEA, Vienna

- The Resident Representative
of the United States of America
to the IAEA, Vienna

[1] TIAS 9863; 32 UST.

If this proposal is agreeable to your Government, I would further propose that all three copies of this letter be countersigned below on behalf of your Government. This letter, as fully signed by all the parties to the Agreement referred to above, will thereupon constitute an amendment to that Agreement.

Accept, Sir, the assurances of my highest consideration.

Carlos Vélez Ocón
Deputy Director General
Department of Technical Assistance
and Publications

for DIRECTOR GENERAL

For the GOVERNMENT OF MALAYSIA:

By: [1]

Date: 12th June 1981

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

By:
Peter N. Brush
Charge d'Affaires a.i.

Date: July 22, 1981

[1] Syed Abdullah.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—97-474

10203

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10203

AVIATION

Airworthiness Certifications

Agreement Between the
UNITED STATES OF AMERICA
and SINGAPORE

Effected by Exchange of Notes
Signed at Singapore August 21, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SINGAPORE

Aviation: Airworthiness Certifications

Agreement effected by exchange of notes
Signed at Singapore August 21, 1981;
Entered into force August 21, 1981.

The Secretary of State to the Singapore Minister for Trade and Industry

EMBASSY OF THE
UNITED STATES OF AMERICA
Singapore, August 21, 1981

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") when such products are produced in one contracting State (also referred to as the "exporting State") and exported to the other contracting State (also referred to as the "importing State"), and to products produced in another State with which both contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2.A. If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations, and requirements as well as any additional requirements which

His Excellency

Tony Tan Keng Yam

Minister for Trade and Industry

Republic of Singapore

may have been prescribed by the importing State under paragraph 4 of this Agreement, or with the applicable laws, regulations, and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations, and requirements.

B. In the case of a product produced in another State with which both contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certification, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate of approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations, and requirements.

3. In the case of a component which is produced in the exporting State for export and use on a product which is or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data, meets the applicable test requirements, and has been produced in accordance with the applicable quality control requirements, which have been notified by the importing State to the exporting State, the importing State shall give the

same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between the manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgment of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations, and requirements, which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each contracting State shall keep the competent aeronautical authorities of the other contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the competent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the competent aeronautical authorities of the importing State comply with the laws, regulations, and requirements under which the product was originally certificated or approved. They shall also assist in analyzing those major incidents occurring on products to which this Agreement applies and which are such as would raise technical questions regarding the airworthiness of such products.

7. The competent aeronautical authorities of each contracting State shall keep the competent aeronautical authorities of the other contracting State currently informed of all relevant laws, regulations, and requirements of their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purpose of this Agreement:

(A) "Products" means aircraft, engines, propellers, components, and appliances.

(B) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and replacement and modification parts therefor, when such aircraft and replacement and modification

parts are exported from the United States to Singapore, or when such replacement and modification parts are exported from Singapore to the importing State or another State as provided for in subparagraph (E).

(C) "Engines" means engines and replacement and modification parts therefor, when such engines and replacement and modification parts are exported from the United States to Singapore, or when such replacement and modification parts are exported from Singapore to the importing State or another State as provided for in subparagraph (E).

(D) "Propellers" means propellers and replacement and modification parts therefor, when such propellers and replacement and modification parts are exported from the United States to Singapore, or when such replacement and modification parts are exported from Singapore to the importing State or another State as provided for in subparagraph (E).

(E) "Component" means a U.S.-designed material, part, or sub-assembly produced in the exporting State for use in the manufacture of a product which is or may be certificated or approved in the importing State, and such components shipped directly from the exporting State for use as replacement and modification parts on U.S.-manufactured aircraft located in the importing State or another State when authorized by the competent aeronautical authorities of the importing State.

(F) "Appliance" means any instrument, equipment, mechanism, apparatus, or accessory used in or intended to be used in operating an aircraft, which is installed in, intended to be installed in, or attached to the aircraft,

but is not part of an airframe, engine, or propeller, and includes replacement and modification parts therefor, provided that in the case of those appliances exported from Singapore to the United States, each such appliance is approved by the Federal Aviation Administration under provisions set forth in Title 14, United States Code of Federal Regulations, Section 21.617 (Technical Standard Order design approvals).

(G) "Produced in one contracting State" means that the product as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State.

(H) "Applicable laws, regulations, and requirements" means:

(i) those airworthiness laws, regulations, and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State; or

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date; or

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing, and analysis are avoided.

11. Each contracting State shall keep the other contracting State advised as to the identity of its competent aeronautical authorities.

12. Either contracting State may request amendment of this Agreement at any time.

13. Either contracting State may terminate this Agreement at the expiration of not less than sixty days after giving written notice of that intention to the other State.

Upon receipt of a note from your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Singapore, the Government of the United States of America will consider that the present note and your reply thereto constitute an Agreement between our two Governments on this subject which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Harry E. T. Thayer

Harry E. T. Thayer
Ambassador

The Singapore Minister for Trade and Industry to the American Ambassador

MINISTER FOR TRADE AND INDUSTRY
SINGAPORE

Excellency

I have the honour to acknowledge the receipt of your Excellency's note of 21 August 1981 proposing an Agreement relating to the reciprocal acceptance of airworthiness certifications between the Republic of Singapore and the United States of America.

I have further the honour to confirm that Your Excellency's proposal is acceptable to my Government and that Your Excellency's note and this note in reply thereto shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Tony Tan Keng Yam
Minister for Trade & Industry
Republic of Singapore

21 August 1981

His Excellency
Harry E T Thayer
Ambassador of the United States
of America to the Republic
of Singapore

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—98-034

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ATOMIC ENERGY

Peaceful Uses of Nuclear Energy

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Washington June 29, 1981

with

Agreed Minute

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Atomic Energy: Peaceful Uses of Nuclear Energy

Agreement signed at Washington June 29, 1981;
Entered into force December 29, 1981.
With agreed minute.

READEX FICHE best copy available

AGREEMENT FOR COOPERATION BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the Arab Republic of Egypt,

Mindful that both the United States and the Arab Republic of Egypt are parties to the Treaty on the Non-Proliferation of Nuclear Weapons [1] ("NPT");

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and the NPT;

Considering their desire to pursue a cooperative program in the peaceful use of nuclear energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of nuclear energy;

Considering the plans of the Government of the Arab Republic of Egypt to undertake the installation of nuclear power plants as part of its program of introducing and expanding electricity generation by nuclear power;

Reaffirming their desire to enter into this agreement to cooperate with each other to attain the above objectives; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

---

[1] Done July 1, 1968. TIAS 6839; 21 UST 483.

Article 1
Scope of Cooperation

1. The United States and the Arab Republic of Egypt shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement.

2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons under their jurisdiction. Such transfers shall be subject to this agreement and, if necessary, to such additional terms and conditions as may be agreed by the parties.

Article 2
Definitions

For the purposes of this agreement:

(a) "by-product material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(b) "component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel

reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "material" means source material, special nuclear material or by-product material, radioisotopes other than by-product material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "parties" means the Government of the United States of America and the Government of the Arab Republic of Egypt;

(j) "peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not

include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material for the separation or production of special nuclear material except where the parties agree that the quantity of special nuclear material the facility is capable of separating or producing lacks significance for nuclear explosive purposes, or any other item so designated by agreement of the parties;

(m) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(n) "restricted data" means all data concerning (i) design, manufacture, or utilization of nuclear weapons, (ii) the production of special nuclear material, or (iii) the use of special nuclear material in the production of energy, but shall

not include data declassified or removed from the category of restricted data by the United States;

(o) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(p) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or such other information designated by agreement of the parties;

(q) "source material" means (i) uranium, thorium, or any other material so designated by agreement of the parties, or (ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;

(r) "special nuclear material" means (i) plutonium, uranium 233, or uranium enriched in the isotope 235, or (ii) any other material so designated by agreement of the parties; and

(s) "utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

Article 3
Transfer of Information

1. Information respecting the use of nuclear energy for peaceful purposes may be transferred, including information relating to such fields as:

(a) development, design, construction, operation, maintenance and use of research, materials testing, experimental, demonstration power and power reactors;

(b) application of nuclear power to the desalination of water;

(c) uranium ore refining and conversion and fabrication of light water power reactor fuel;

(d) nuclear instrumentation;

(e) exploration for and development of uranium resources;

(f) the use of material in physical and biological research, medicine, agriculture and industry;

(g) fuel cycle studies of ways to meet future worldwide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(h) safeguards and physical protection of materials and equipment;

(i) health, safety and environmental considerations related to the foregoing; and

(j) assessing the role nuclear power may play in national energy plans.

The parties shall take every precaution to protect any such information which comes to their knowledge and which, at the time of transfer or receipt, is designated by the supplier party to be proprietary or confidential.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology may be transferred if provided for by an amendment to this agreement or by a separate agreement.

Article 4
Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. Special nuclear material other than low enriched uranium and material covered by paragraph 4, sensitive nuclear facilities and major critical components for use in sensitive nuclear facilities may be transferred to the Arab Republic of Egypt if provided for by an amendment to this agreement or by a separate agreement.

2. Low enriched uranium may be transferred for use as fuel in reactors and in reactor experiments, for conversion or fabrication, or for such other purposes as may be agreed by the parties.

3. The quantity of special nuclear material transferred to the Arab Republic of Egypt under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments, the efficient and continuous operation of such reactors or conduct of such reactor experiments, and the accomplishment of other purposes as may be agreed by the parties.

4. Special nuclear material may be transferred (a) in small quantities for use as samples, standards, detectors, targets, and such other purposes as may be agreed by the parties, or (b) which the parties agree has no significance for nuclear explosive purposes and has been consumed, diluted or converted in such a way that the special nuclear material has become practicably irrecoverable.

5. The United States shall take such actions as may be appropriate to ensure a reliable supply of nuclear fuel to the Arab Republic of Egypt, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

Article 5
Storage and Retransfers

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored by either party, except that each party guarantees that no such special nuclear material (except for unirradiated low enriched uranium), over which it has jurisdiction, shall be stored in any facility that has not been agreed to in advance by the parties. In the selection of a storage facility, due consideration shall be given to non-proliferation aspects as well as to the economics of the storage and its implications on the cost of energy.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6
Reprocessing and Enrichment

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be reprocessed unless the parties agree. If reprocessing is agreed upon by the parties, it shall be carried out only in facilities acceptable to both parties.

2. Each party guarantees that any special nuclear material (except for unirradiated low enriched uranium) transferred to and under its jurisdiction pursuant to this agreement, or used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement, shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement, and uranium used in any equipment so transferred and under its jurisdiction, shall not be enriched after transfer unless the parties agree.

Article 7
Physical Protection

1. Each party guarantees that adequate physical protection shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement.

2. The parties agree to the levels for the application of physical protection set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical protection measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in IAEA document INFCIRC/225/Revision 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical protection measures maintained pursuant to this article shall be reviewed by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical protection.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of

physical protection are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8
No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any such material, equipment or components so transferred and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9
Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of the Arab Republic of Egypt, under its jurisdiction or carried out under its control anywhere. The conclusion and implementation of a safeguards agreement with the IAEA in accordance with article III (1) and (4) of the NPT shall be considered as fulfilling this requirement.

2. Material transferred to the Arab Republic of Egypt pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between the Arab Republic of Egypt and the IAEA for the application of safeguards in connection with the NPT.

3. If either party knows of circumstances which demonstrate that the IAEA for any reason is unable to apply safeguards in accordance with the agreement referred to in paragraph 2, it shall inform the other party and, in order to ensure effective continuity of safeguards, the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance

equivalent to that intended to be secured by the system they replace.

4. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

5. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

6. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10
Multiple Supplier Controls

In certain circumstances, one party may have a separate peaceful nuclear cooperation agreement with a third nation or group of nations which provides to that third nation or group of nations rights equivalent to any or all of the rights set forth under articles 5, 6 and 7 with respect to material, equipment or components, subject to such rights under this

agreement. In such circumstances, in order to simplify implementation of these articles, the parties may, upon the request of either of them, agree that implementation of the other party's rights will be accomplished by the third nation or group of nations.

Article II
Cessation of Cooperation

1. If either party at any time following entry into force of this agreement

(a) materially violates the provisions of articles 5, 6, 7, 8 or 9,

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use.

2. If the Arab Republic of Egypt at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article

to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12
Consultations, Review, Confidentiality and Environmental Protection

1. The parties shall consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. This agreement shall be reviewed at any time at the request of either party to take into account regional and international non-proliferation developments, international technological developments and institutional arrangements, the economic and energy needs of the Arab Republic of Egypt, or such other circumstances as may be warranted. The terms of this agreement may be amended as agreed between the parties and in accordance with their applicable requirements.

3. The parties shall take every precaution to protect any information which comes to their knowledge in the implementation of this agreement and which, at the time of transfer or receipt,

is designated by the supplier party to be proprietary or confidential.

4. The parties shall consult and, as may be agreed by the parties, cooperate in matters relating to environmental implications of peaceful nuclear energy with the objective of protecting the environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities and in related matters of health and safety.

Article 13
Settlement of Disputes

The parties shall seek to resolve any dispute concerning the interpretation or implementation of this agreement by negotiation, enquiry, mediation, conciliation, arbitration, judicial settlement, or other peaceful means of their own choice.

Article 14
Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force. [1] This agreement shall remain in force for a period of forty (40) years and may be reviewed from time to time or extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

[1] Dec. 29, 1981.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remain in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

Article 15
Registration

This agreement shall be registered in accordance with article 102 of the Charter of the United Nations.[1]

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

DONE at Washington this 29th day of June 1981, in duplicate, in the English and Arabic languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT:

Maher Abaza [3]

[1] TS 993; 59 Stat. 1053.
[2] A. M. Haig, Jr.
[3] Maher Abaza.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and

regulation of supplier and recipient States, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorised use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category I	Category II	Category III
1. Plutonium[a]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235	Unirradiated[b]			
	- uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	- uranium enriched to 10% ^{235}U but less than 20%	-	10 kg or more	Less than 10 kg[c]
	- uranium enriched above natural, but less than 10% ^{235}U[d]			10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content)[e], [f]	

a/ All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

b/ Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

c/ Less than a radiologically significant quantity should be exempted.

d/ Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

[Footnotes in the original.]

e/ Although this level of protection is recommended, it would be open to States, upon evaluation of the specific circumstances, to assign a different category of physical protection.

f/ Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.

AGREED MINUTE

During the negotiation of the proposed Agreement for Cooperation between the Government of the United States of America and the Government of the Arab Republic of Egypt Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

The parties note that the agreement will permit the transfer from the United States to the Arab Republic of Egypt of technology and equipment for nuclear electric power generation, including at the outset the transfer of technology and equipment for nuclear electric generating capacity of about 2000 megawatts electric and enriched uranium necessary to support that capacity.

The parties intend to cooperate under the agreement under terms that will assure that neither party is placed at an economic disadvantage and that will not adversely affect the scope of cooperation. They also recognize their respective rights to cooperate with other countries or international organizations in a manner that is suportive of the objectives of the NPT.

Coverage of Agreement

The provisions in the agreement shall apply according to their terms when material, equipment, components or information

is transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, after confirmation by the appropriate government authority of both parties that such material, equipment, components or information will be subject to the agreement.

The United States and Egypt shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their respective applicable treaties, national laws, regulations and license requirements.

The parties shall consult periodically on ways in which their mutual non-proliferation and nuclear energy objectives can best be served. Each party shall endeavor to avoid taking any actions that affect the basis and terms of cooperation under the agreement. If either party intends to undertake any such action, it shall consult with the other party in advance, with a view, inter alia, to ascertain whether any amendment to this agreement is required in accordance with the provisions of article 12 of this agreement.

The parties note that the term "source material" shall not be interpreted as applying to ore except as provided for in paragraph (q) of article 2.

The disposition of any special nuclear material which is used in or produced through the use of any material or equipment transferred pursuant to the agreement shall require

agreement of the parties as provided for in articles 5 and 6. Notwithstanding articles 5 and 6, in the event either party considers that exceptional circumstances of concern from a non-proliferation standpoint so require, either party may require that the disposition of any such special nuclear material be in a third country agreed to by the parties or, if the United States is prepared to accept such special nuclear material, in the United States. In this event, the parties shall make appropriate implementing arrangements, including, if such disposition is in the United States, appropriate compensation by the United States.

With reference to article 12 the parties recognize that the Government of Egypt has no near-term plans to engage in the introduction of a fast breeder reactor program or to proceed with the recycling of plutonium in thermal reactors. However, it is the intention of the parties to monitor the future international developments in the field of advanced reactor technologies to ascertain whether any such advances are of economic benefit to the Egyptian nuclear power program.

If during the term of this agreement such technological developments show economic benefit to the nuclear power program of the Arab Republic of Egypt through the use of such reactor fuel cycles compared to other alternatives, the agreement may be reviewed and amended as provided for in paragraph 2 of article 12 to permit the transfer of such fuels to the Arab

Republic of Egypt provided the parties agree that such use will fully meet their non-proliferation concerns.

The Government of the United States confirms that nothing in the agreement would preclude the Government of the Arab Republic of Egypt from receiving any potential benefits under article V of the Treaty on the Non-Proliferation of Nuclear Weapons in accordance with the obligations and objectives of that treaty and other applicable international agreements.

Selection of Facilities

Articles 5 and 6 call for mutual agreement on the selection of facilities in which specified activities are to be performed. Any reprocessing of irradiated source or special nuclear material derived from the equipment or material provided pursuant to the agreement, and any storage or fabrication of the special nuclear material recovered as a result of such reprocessing (other than source material and uranium enriched to less than 20 percent in the isotope 235) will take place in facilities outside the Arab Republic of Egypt, with the disposition of any resulting plutonium to be subject to mutual agreement of the parties. In implementing its rights under these articles to consent to certain activities and to agree upon the selection of facilities, whether in the United States or elsewhere, the Government of the United States will be guided by non-proliferation and

safeguards considerations as well as technological and economic developments. The United States will also be guided by its responsibility not unreasonably to withhold its agreement to these activities when its relevant statutory requirements have been met and will not seek to gain any commercial advantages.

Physical Protection

1. Each country attaches importance to applying adequate physical protection measures to nuclear material, equipment and facilities to protect them against sabotage, diversion or theft. The parties note that the matter of assuring adequate protection of civilian nuclear facilities and related nuclear materials is of great importance to the successful growth of the entire nuclear industry and that the Government of the Arab Republic of Egypt has an important responsibility under the terms of the agreement to assure that the material and equipment subject to the agreement are appropriately protected.

The Government of the United States will assist the Government of the Arab Republic of Egypt in establishing mutually agreed protection arrangements to be applied by the Government of the Arab Republic of Egypt with a view to fulfilling the requirements of article 7. These arrangements would take into account the parties' respective experience and domestic regulations, as well as the guidelines that have been issued by the IAEA. Such agreed upon levels and measures will

form the basis for the fulfillment of the obligations concerning physical protection in the agreement. The United States is prepared to cooperate, through such means as personnel training and authorizing the procurement of needed equipment, in assisting the Arab Republic of Egypt to meet these objectives.

2. With reference to paragraphs 1 and 2 of article 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as category II and III in the table attached to the Annex, the United States has not completed the necessary rulemaking procedures with respect to physical protection for these materials. Pending completion of the rulemaking procedures, if any proposed recipient of category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Revision 1, the United States shall so inform the Arab Republic of Egypt prior to shipment of such material and seek interim arrangements satisfactory to both parties.

Safeguards

If either party knows of circumstances referred to in paragraph 3 of article 9, in conformity with IAEA safeguards principles and procedures, safeguards with the coverage required by paragraph 2 of article 9 and having the following

characteristics shall immediately be applicable and included in the arrangements pursuant to paragraph 3 of article 9:

(a) the review in a timely fashion of the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(b) the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source or special nuclear material used in or produced through the use of material, equipment or components so transferred; and

(c) the designation of personnel acceptable to the Arab Republic of Egypt who shall have access to all places and data necessary to account for the material referred to in paragraph (b), to inspect any equipment or facility referred to in paragraph (a), and to install any safeguarding devices and make such independent measurements as may be deemed necessary to account for such material. The Arab Republic of Egypt shall not unreasonably withhold its acceptance of personnel designated by the safeguarding party under this paragraph. Such personnel shall, if the Arab

Republic of Egypt or the safeguarding party so requests, be accompanied by personnel of the Arab Republic of Egypt.

These safeguards shall be applied (i) by the IAEA under arrangements between the IAEA and the Arab Republic of Egypt so long as such arrangements are acceptable to the parties, (ii) by a nation or group of nations agreed to by the parties under arrangements between the nation or group of nations and the Arab Republic of Egypt so long as such arrangements are acceptable to the parties, or (iii) by the United States.

The simultaneous application of safeguards by the IAEA and by another safeguarding party is not anticipated. If such an exceptional situation should occur, the parties will consult with a view to minimizing the duration of any simultaneous application of safeguards.

Upon the request of the United States, the Arab Republic of Egypt will report or permit the IAEA to report to the United States on the status of all inventories of any material subject to paragraph 2 of article 9, and authorize the IAEA to make available to the Government of the United States requested information on the implementation of the applicable safeguards agreement with the IAEA within the scope of United States-Egyptian cooperation under the agreement. With reference to paragraph 3 of article 12, the Government of the United States confirms that information provided to it in confidence by

the Government of the Arab Republic of Egypt or the IAEA shall be appropriately protected by the Government of the United States.

The United States undertakes to assist the Arab Republic of Egypt in establishing an efficient national safeguards system including, among other things, material accounting and control.

Due to the serious consequences that may result from the potential implementation of article 11(1), before termination of cooperation the parties will immediately consult to review the situation, including its non-proliferation implications, and ascertain what measures, if any, may be taken to rectify it. The parties recognize that article XII C of the IAEA Statute[1] would be applicable in certain situations described in article 11 of the agreement.

Equal Terms and Conditions for Cooperation

The Government of the United States confirms that fields of cooperation, terms and conditions accorded by the United States to the Arab Republic of Egypt for cooperation in the peaceful uses of nuclear energy shall be no less favorable in scope and effect than those which may be accorded by the United States to any other non-nuclear weapon state in the Middle East in a peaceful nuclear cooperation agreement. In this connection it is understood that the safeguards required by this agreement

[1] TIAS 3873; 8 UST 1093.

shall be no more restrictive than those which may be required in any peaceful nuclear cooperation agreement between the United States and any other state in the region. By entering into this agreement the United States confirms its recognition of the importance of the Arab Republic of Egypt's adherence to the NPT, and its longstanding support of international non-proliferation measures, including establishment of a nuclear weapon free zone in the Middle East. If any situation arises which could increase the risk of proliferation of nuclear weapons, the United States and the Arab Republic of Egypt, at the request of either, shall enter into consultations with respect thereto with a view to maintaining the objectives of the NPT.

هذا الموقف ، ويدرك الطرفان ان المادة ١٢ جـ من النظام الأساسى للوكالة الدولية للطاقة الذرية يمكن تطبيقها فى بعض الحالات الواردة فى المادة ١١ من الاتفاق .

الاحكام والظروف المتساوية للتعاون

تؤكد حكومة الولايات المتحدة أن مبادىء التعاون والاحكام والظروف التى هيأتها الولايات المتحدة لجمهورية مصر العربية فى الاستخدامات السلمية للطاقة النووية لن تكون أقل افضلية من حيث النطاق والاثار عن تلك التى توفرها الولايات المتحدة لاى دولة غير حائزة للاسلحة النووية فى الشرق الاوسط وذلك فى اتفاق للتعاون النووى السلمى . وفى هذا الخصوص فانه من المفهوم ان الضمانات التى يتطلبها الاتفاق لن تكون اكثر تقييدا عن تلك التى قد يتطلبها أى اتفاق للتعاون النووى السلمى مع أى دولة أخرى فى المنطقة . وبالدخول فى هذا الاتفاق فان الولايات المتحدة تؤكد ادراكها لاهمية انضمام جمهورية مصر العربية لمعاهدة عدم انتشار الاسلحة النووية وتأييدها الدائب للتدابير الدولية لعدم الانتشار بما فى ذلك انشاء منطقة خالية من الاسلحة النووية فى الشرق الأوسط . واذا ما نشأ موقف يمكن أن يؤدى الى ازدياد اخطار انتشار الاسلحة النووية ، فان جمهورية مصر العربية والولايات المتحدة - بناء على طلب احداهما - سيتشاوران بالنسبة لهذا الموقف من أجل الحفاظ على اهداف معاهدة عدم انتشار الاسلحة النووية .

ذلك .

يكون تطبيق هذه الضمانات : (١) بواسطة الوكالة الدولية للطاقة الذرية وفقا لترتيبات بين الوكالة الدولية للطاقة الذرية وجمهورية مصر العربية طالما أن هذه الترتيبات مقبولة للطرفين ، أو (٢) بواسطة دولة أو مجموعة من الدول يتم الاتفاق عليها من الطرفين فى ظل ترتيبات بين هذه الدولة أو المجموعة من الدول وبين جمهورية مصر العربية طالما أن هذه الترتيبات مقبولة للطرفين ، أو (٣) بواسطة الولايات المتحدة .

ومن غير المتوقع التطبيق المزدوج للضمانات بواسطة الوكالة الدولية للطاقة الذرية وطرف آخر . واذا نشأ مثل هذا الموقف الاستثنائى ، فسيتشاور الطرفان بهدف تقليل مدة التطبيق المزدوج للضمانات .

فى حالة طلب الولايات المتحدة ، ستقدم جمهورية مصر العربية تقريرا أو تسمح للوكالة الدولية للطاقة الذرية بتقديم تقرير للولايات المتحدة عن حالة الوضع القائم للموجودات لأية مادة خاضعة للفقره ٢ من المادة ٩ وأن تسمح للوكالة الدولية للطاقة الذرية لتمكين حكومة الولايات المتحدة من الحصول على ما طلبته من معلومات بشأن تطبيق الاتفاقية السارية للضمانات مع الوكالة الدولية للطاقة الذرية فى اطار التعاون الحضرى الأمريكى فى ظل الاتفاق . وبالنسبة للفقره ٣ من المادة ١٢ ،تؤكد حكومة الولايات المتحدة بانها ستوفر حماية مناسبة للمعلومات المؤتمن عليها التى تقدم اليها من حكومة جمهورية مصر العربية أو الوكالة الدولية للطاقة الذرية .

تتعهد الولايات المتحدة بمساعدة جمهورية مصر العربية فى انشاء نظام وطنى كفء للضمانات يشمل ، ضمن أشياء أخرى ، المحاسبة والتحكم فى المواد .

ونظرا للنتائج الخطيرة التى قد تنتج عن احتمال تطبيق المادة ١١ (١) سيتشاور الطرفان فورا لاستعراض الموقف قبل وقف التعاون ، بما فى ذلك ما يتصل بعدم الانتشار والتحقق من التدابير ، ان وجدت ، التى يمكن اتخاذها لتصحيح

فان الولايات المتحدة ستخطر جمهورية مصر العربية بذلك مسبقا ، قبل شحن مثل هذه المواد وتسعى لايجاد ترتيبات موقته مرضية لكلا الطرفين .

الضمانات

اذا علم أحد الطرفين بالظروف المشار اليها فى الفقره ٣ من المادة ٩ ، واقتداء بمبادىء واجراءات ضمانات الوكالة الدولية للطاقة الذرية ، فان ضمانات يكون نطاق تطبيقها هو ما تتطلبه الفقره ٢ من المادة ٩ تصبح فورا قابلة للتطبيق وتتضمن فى الترتيبات الواردة فى الفترة ٣ من المادة ٩ ويكون لها الخصائص التالية :

(أ) المراجعة فى توقيت مناسب لتصميم أى من المعدات المنقولة بموجب الاتفاق ، أو أى من المنشآت التى تستخدم ، أو تصنع أو تعالج أو تخزن أى مواد منقولة على هذا النحو ، أو أى مواد نووية خاصة مستخدمة فى أو منتجة من خلال استخدام مثل هذه المواد أو المعدات ؛

(ب) اعداد وحفظ سجلات وتقارير خاصة بهدف المساعدة فى توفير المحاسبة عن المواد المنقولة بموجب الاتفاق ، وأى مواد مصدرية أو مواد نووية خاصة مستخدمة فى أو منتجة من خلال استخدام المواد أو المعدات أو المكونات المنقولة على هذا النحو ،

(جـ) تحديد أفراد مقبولين لدى جمهورية مصر العربية يسمح لهم بدخول جميع الاماكن والاطلاع على المعلومات الضرورية للمحاسبة بالنسبة للمواد المشار اليها فى الفقره (ب) ، ولفحص أية معدات أو منشآت مشار اليها فى الفقرة (أ) ولتركيب أية أجهزة خاصة بالضمانات ، ولاجراء أية قياسات مستقلة قد تكون ضرورية للمحاسبة بالنسبة لهذه المواد ، ولن تحجب جمهورية مصر العربية موافقتها بدون مبرر ، على الافراد المحددين من الطرف الذى يقوم بتطبيق الضمانات بموجب هذه الفقره . وهؤلاء الأشخاص يرافقهم افراد من جمهورية مصر العربية اذا ما طلبت الأخيرة أو الطرف الذى يقوم بتطبيق الضمانات

الحماية المادية

١ - تولى كل من الدولتين الأهمية لتطبيق التدابير الكافية للحماية المادية للمواد النووية والمعدات والمنشآت لحمايتها من التخريب ، أو التحويل ، أو السرقة . ويلاحظ الطرفان أن موضوع ضمان توفير الحماية الكافية للمنشآت النووية المدنية والمواد النووية المتعلقة بها يعتبر ذا أهمية كبيرة لنمو الصناعة النووية بأسرها بنجاح ، وان حكومة جمهورية مصر العربية عليها مسئولية هامة بموجب احكام الاتفاق لضمان الحماية المناسبة للمواد والمعدات الخاضعة للاتفاق .

وتعاون حكومة الولايات المتحدة حكومة جمهورية مصر العربية فى ارساء تدابير الحماية التى يتفق عليها فيما بينهما ، وتقوم بتنفيذها جمهورية مصر العربية بهدف استيفاء احكام المادة ٧ . وتأخذ هذه التدابير فى الحسبان تجارب الطرفين والنظم المحلية بالاضافة الى الارشادات التى أصدرتها الوكالة الدولية للطاقة الذرية . وتمثل هذه المستويات والتدابير المتفق عليها الأساس للوفاء بالالتزامات الخاصة بالحماية المادية فى الاتفاق . وان الولايات المتحدة على استعداد للتعاون فى مساعدة جمهورية مصر العربية للوصول الى تلك الاهداف عن طريق وسائل مثل تدريب الافراد والترخيص بالحصول على المعدات اللازمة .

٢ - بالاشارة الى الفقرتين ١ و ٢ من المادة ٧ وبرغم أن معظم المنشآت فى الولايات المتحدة يتوفر لها حماية مادية مماثلة لما هو محدد بالنسبة للمواد المدرجة فى المرتبتين الثانية والثالثة فى الجدول المرفق بملحق الاتفاق فان الولايات المتحدة لم تنته من استكمال وضع القواعد الضرورية الخاصة بالحماية المادية لتلك المواد . والى أن يتم وضع هذه القواعد ، فان أى مطلق محتمل لمواد من المرتبتين الثانية والثالثة منقولة اليه بموجب الاتفاق ولا يوفر لها كحد أدنى - حماية مادية كتلك المحددة فى INFCIRC/225 Revision 1 .

واذا ما أظهرت مثل هذه التطورات التقنية اثناء مدة سريان الاتفاق أن فوائد اقتصادية تعود على برنامج القوى النووية لجمهورية مصر العربية من خلال استخدام مثل هذه الدورات للوقود في المفاعلات بالمقارنة ببدائل أخرى ، فيمكن مراجعة الاتفاق وتعديله وفقا لاحكام الفقرة الثانية من المادة ١٢ للسماح بنقل مثل هذا الوقود الى جمهورية مصر العربية على أن يوافق الطرفان على أن مثل هذا الاستخدام يتفق تماما مع حرصهما على عدم الانتشار .

تؤكد حكومة الولايات المتحدة الأمريكية أنه ليس هناك في الاتفاق ما يعوق حكومة جمهورية مصر العربية من الحصول على أي فوائد يمكن الحصول عليها في ظل المادة الخامسة من معاهدة عدم انتشار الاسلحة النووية وبما يتمشى والتزامات واهداف تلك المعاهدة وغيرها من الاتفاقيات الدولية السارية .

اختيار المنشآت

تدعو المادتان ٥ ، ٦ الى الاتفاق المشترك لاختيار المنشآت التي يتم فيها ممارسة الانشطه المحددة . وبالنسبة لأي اعادة معالجة لمواد مصدرية مشعه أو مواد نووية خاصة ناتجة من معدات أو مواد موردة بموجب الاتفاق ، وأي تخزين أو تصنيع للمواد النووية الخاصة المستخلصة نتيجة لمثل هذه الاعادة للمعالجة (عدا المادة المصدرية واليورانيوم المثرى بنسبة اقل من ٢٠٪ بالنظير ٢٣٥) تتم في منشآت خارج جمهورية مصر العربية ، على أن يكون التصرف في أي من البلوتونيوم المنتج خاضعا للاتفاق بين الطرفين . وتسترشد حكومة الولايات المتحدة الامريكية في ممارسة حقوقها بموجب هذه المواد من الاتفاق بالنسبة للموافقة على أنشطه معينة والموافقة على اختيار المنشآت سواء أكانت في الولايات المتحدة أو غيرها باعتبارات عدم الانتشار والضمانات الى جانب التطورات التقنية والاقتصادية . كما أن الولايات المتحدة من واقع مسئوليتها لن تحجب موافقاتها على هذه الانشطه بغير مبرر اذا ما استوفت ما يتعلق بها من متطلبات تشريعية كما أنها لن تسعى الى تحقيق أي مكاسب تجارية .

يتشاور الطرفان بصفة دورية حول الوسائل التى تخدم على أكمل وجـــــه اهدافهما المشتركة بالنسبة لمنع الانتشار والطاقة النووية ، ويعمل كل طرف علـــى تجنب اتخاذ أية اجراءات تؤثر على أسس واحكام التعاون فى ظل الاتفاق . وفـــى حالة اعتزام أى طرف اتخاذ مثل هذه الاجراءات فعليه أن يتشاور مسبقا مع الطـرف الاخر من أجل - ضمن أمور أخرى - التاكد مما اذا كانت هناك ضرورة لاجراء أى تعديل للاتفاق وفقا لاحكام المادة ١٢ .

ويلاحظ الطرفان أن اصطلاح " مادة مصدرية " لا يفسر على أنه ينطبق علـى الخام الا كما هو منصوص عليه فى الفقره "ف" من المادة الثانية .

يقتضى التصرف فى أى مواد نووية خاصة مستخدمة فى أو منتجة من خـــلال استخدام أى من المواد أو المعدات المنقولة بموجب الاتفاق موافقة الطرفين وفقـــا لما ورد فى المادتين ٥ ، ٦ . وبغض النظر عن المادتين ٥ ، ٦ فانه فى حالة ما اذا قدر أحد الطرفين أن هناك ظروفا استثنائية تدعو للقلق فيما يتعلق بعدم الانتشـــار فيمكن لاى منهما أن يطلب التصرف فى أى من هذه المواد النووية الخاصة الى بلد آخر يتم الاتفاق عليه بين الطرفين ، أو الى الولايات المتحدة فى حالة استعدادها لقبـول مثل هذه المواد النووية الخاصة ، وفى هذه الحالة يتخذ الطرفان التدابير التنفيذية المناسبة بما فى ذلك التعويض المناسب من جانب الولايات المتحدة اذا ما تم التصـرف فى مثل هذه المواد النووية الخاصة اليها .

وبالاشارة الى المادة ١٢ ، يدرك الطرفان أن حكومة مصر ليس لديها خطط فى المدى القريب للدخول فى برنامج مفاعلات التوليد السريعة أو للمسير فى اعادة استخـدام البلوتونيوم فى المفاعلات الحرارية . ومع ذلك ينوى الطرفان متابعة التطورات الدوليـــة المستقبلة فى تقنية المفاعلات المتقدمة للتأكد مما اذا كانت هناك فوائد اقتصادية تعـــود على البرنامج القومى النووى المصرى نتيجة لتلك التطورات .

محضر متفق عليه

أثناء التفاوض حول الاتفاق المقترح للتعاون بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية بشأن الاستخدامات السلمية للطاقة النووية والمشار اليه " بالاتفاق " والذى تم توقيعه بتاريخ اليوم ، تم التوصل بين الطرفين الى المفاهيم التالية ، والتى تعد جزءا لا يتجزأ من الاتفاق .

يراعى الطرفان أن الاتفاق سيسمح بنقل التقنية والمعدات الخاصة بالتوليد النووى للقوى الكهربائية ، من الولايات المتحدة الى جمهورية مصر العربية ، بما يشمل فى البداية نقل التقنية والمعدات اللازمة للتوليد النووى للكهرباء بقدرة حوالى ٢٠٠٠ ميجاوات كهربائى ، واليورانيوم المثرى اللازم لتحقيق هذه القدرة .

ينوى الطرفان التعاون بموجب هذا الاتفاق وفقا لاحكام تضمن عدم وضع أى منهما فى موقف اقتصادى مجحف ، والا يكون لها أثر عكسى على نطاق التعاون كما يدرك الطرفان أحقية كل منهما فى التعاون مع دول أخرى أو منظمات دولية على نحو مساند لاهداف معاهدة عدم انتشار الأسلحة النووية .

نطاق الاتفاق

تسرى مواد هذا الاتفاق وفقا لاحكامها فى حالة نقل مواد ،أو معدات أو مكونات أو معلومات من اقليم أحد الطرفين الى اقليم الطرف الآخر وذلك لاستخدامها فى اغراض سلمية ، ويكون ذلك اما بالنقل المباشر بين الطرفين ، أو عن طريق دولة أخرى ، وبعد أن تؤكد الجهة الحكومية المختصة فى كلا الطرفين أن هذه المواد ، أو المعدات ، أو المكونات أو المعلومات خاصة بالاتفاق .

تتعاون جمهورية مصر العربية والولايات المتحدة فى مجال استخدام الطاقة النووية للاغراض السلمية وفقا لاحكام الاتفاق ووفقا للمعاهدات والقوانين الوطنية واللوائح ومتطلبات التراخيص السارية بالنسبة لكل منهما .

/أ كل بلوتونيوم عدا ذلك البلوتونيوم الذى يحتوى على نظير البلوتونيوم ٢٣٨ بنسبة أكثر من ٨٠٪ .

/ب مادة غير مشعة فى مفاعل ، أو مادة مشعة فى مفاعل ولكن بمستوى اشعاعى اقل من ١٠٠ راد / ساعه أو تساويه على مسافة متر واحد وبدون حاجز واقى .

/جـ كمية أقل من أن يكون لها أهمية اشعاعية يجب اعفاؤها .

/د اليورانيوم الطبيعى ، واليورانيوم المستنفذ والثوريوم والكميات من اليورانيوم العشرى الى اقل من ١٠٪ والذى لا يدخل فى المرتبة الثالثة يجب حمايته طبقا لاصول الادارة الحكيمة .

/هـ بالرغم من التوصية بالاخذ بهذه الدرجة من الحماية الا أن الحكومات - بعد مراجعة للظروف الخاصة - يمكنها تحديد درجة أخرى ومختلفة من الحماية المادية .

/و الوقود الذى يصنف على أنه من المرتبة الاولى أو الثانية بناء على ما كان يحتويه اصلا من المواد الانشطارية قبل تشعيعه يمكن أن يعاد تصنيفه بالمرتبة الادنى مباشرة اذا كان مستواه الاشعاعى يزيد على ١٠٠ راد / ساعه على مسافة متر ودون حاجز واقى .

جدول تحديد مرتبات المواد النووية

المادة	الشكل	المرتبة		
		الأولى	الثانية	الثالثة
١- البلوتونيوم /أ	غير المشعع /ب	٢ كجم أو أكثر	أقل من ٢ كجم ولكن أكثر من ٥٠٠ جم	٥٠٠جم أو أقل /جـ
٢- يورانيوم ٢٣٥	غير مشعع /ب - يورانيوم مثرى الى ٢٠٪ يورانيوم ٢٣٥ أو أكثر - يورانيوم مثرى الى ١٠٪ يورانيوم ٢٣٥ ولكن أقل من ٢٠٪ - يورانيوم مثرى الى أعلى من النسبة الطبيعية ولكن أقل من ١٠٪ يورانيوم ٢٣٥ /د	٥ كجم أو أكثر - -	أقل من ٥ كجم ولكن أكثر من ١ كجم ١٠ كجم أو أكثر -	١كجم أو أقل /جـ أقل من ١٠كجم/جـ ١٠ كجم أو أكثر
٣- يورانيوم ٢٣٣	غير مشعع /ب	٢ كجم أو أكثر	أقل من ٢ كجم ولكن أكثر من ٥٠٠ جم	٥٠٠جم أو أقل /جـ
			يورانيوم مستنفذ أو طبيعي ، ثوريوم ، أو وقود منخفض الاثراء (أقل من ١٠٪ محتوى انشطاري /هـ ، /و)	

المرتبة الأولى :

يتم حماية المواد التى تتضمنها هذه الفئة ضد أى استخدام غير مصرح به عن طريق نظام أمن موثوق فيه غاية الثقة ، كما يلى :

الاستخدام والتخزين داخل منطقة مزودة بأساليب حماية عالية مثل تلك المعترفة بالمرتبة الثانية بعالية بالاضافة الى حظر دخولها الا بالنسبة لاشخاص يتوافر فيهم مقومات الثقة ، ويقوم بمراقبتها حراس لهم اتصال مباشر بقوات التدخل المناسبة ، وينبغى أن يكون هدف التدابير المحددة التى تتخذ فى هذا الشأن الكشف عن منع أى هجوم على المواد أو الوصول غير المصرح به اليها أو التغيير غير المصرح لمكانها .

النقل يتم تحت احتياطات خاصة كتلك المذكورة بعالية لنقل المواد من المرتبتين الثانية والثالثة بالاضافة الى توفر الرقابة المستمرة من مرافقين وتحت شروط تضمن الاتصال المباشر بقوات التدخل المناسبة .

ملحـــــــق

عملا بالفقرة ٢ من المادة ٧ ، فان مستويات الحماية المادية المتفق عليهـا والمقرر توفيرها بواسطة السلطات الوطنية المختصة باستخدام وتخزين ونقل المـواد الواردة في الجدول المرفق ، تشمل كحد أدنى خصائص الحماية على النحو التالي :

المرتبة الثالثة :

الاستخدام والتخزين داخل منطقة توضع منافذها تحت الرقابة .

النقل يتم تحت احتياطات أمن خاصة بما فيها الترتيبات المسبقة بين الراسـل والمستلم والناقل وكذلك الاتفاق المسبق بين الجهات الخاضعة للولايـــة والتنظيم من الدولة الموردة أو المستلمة على التوالي ، ويوضح في حالة النقـل الدولي زمان ومكان وقواعد انتقال مسئولية النقل .

المرتبة الثانية :

الاستخدام والتخزين داخل منطقة محمية وتوضع منافذها تحت الرقابة بمعنـى أن توضع هذه المنطقة تحت المراقبة المستمرة سواء من حراس أو أجهـــزة الكترونية ، ومحاطة بسياج بادي مزود بنقط دخول تحت رقابة مناسبـــة أو أي منطقة بمستوى معادل من الحماية المادية .

النقل يتم تحت احتياطات أمن خاصة بما فيها الترتيبات المسبقة بين الراسل والمستلم والناقل وكذلك الاتفاق المسبق بين الجهات الخاضعة للولايـــة والتنظيم من الدولة الموردة والمستلمه على التوالي ، ويوضح في حالة النقـل الدولي زمان ومكان وقواعد انتقال مسئولية النقل .

(مادة ١٥)

التسجيـــــــــــــل

يسجل هذا الاتفاق وفقا للمادة ١٠٢ من ميثاق الأمم المتحدة .

يشهـد بذلك الموقعان أدناه والمفوضان قانونا ، قد وقعا على هذا الاتفاق في واشنطن في اليوم التاســع والعشــرين من شهر يونيه سنة ١٩٨١ من نسختين احداهما باللغة الانجليزية والثانية باللغة العربية . ولكلا النسختين ذات الحجية .

عن حكومة الولايات المتحدة الأمريكية

عن حكومة جمهورية مصر العربية

(مادة ١٣)

تسوية المنازعات

يسعى الطرفان الى تسوية أى نزاع يتعلق بتفسير أو تنفيذ هذا الاتفاق عن طريق التفاوض ، أو التحقق أو الوساطة ، أو التوفيق ، أو التحكيم ، أو التسوية القضائية أو أية وسائل سلمية أخرى يختارانها .

(مادة ١٤)

دخول الاتفاق دور النفاذ ومدة سريانه

١ - يدخل هذا الاتفاق دور النفاذ من تاريخ تبادل الطرفين للمذكرات الدبلوماسية التى يخطر بموجبها كل من الطرفين الطرف الآخر بأنه قد التزم بكل المتطلبات اللازمة لنفاذ الاتفاق . ويظل هذا الاتفاق نافذا لمدة ٤٠ (أربعين) عاما ويجوز مراجعته بين الحين والآخر أو تمديده لفترات اضافية حسبما يتم الاتفاق عليه بين الطرفين وطبقا لمتطلباتهما السائدة .

٢ - فيما عدا حالات وقف أو انهاء أو انتهاء هذا الاتفاق أو أى تعاون بموجبه لأى سبب من الاسباب تظل المواد ٥ ، ٦ ، ٧ ، ٨ ، ٩ ، ١١ ، سارية المفعول طالما بقيت أى من المواد أو المعدات أو المكونات التى تخضع لاحكام المواد المشار اليها فى اقليم الطرف المعنى أو تحت ولايته أو اشرافه فى أى مكان أو الى الوقت الذى يتفق فيه الطرفان على أن هذه المواد أو المعدات أو المكونات لم تعد صالحة للاستخدام فى أى نشاط نووى فيما يتعلق بالضمانات .

٣ - اذا مارس أى من الطرفين حقوقه بموجب هذه المادة ، فى طلب استعادة أية مواد أو معدات أو مكونات ، يقوم هذا الطرف ، بعد خروجها من اقليم الطرف الآخر ، بتعويضه من تلك المواد أو المعدات أو المكونات بقيمتها السوقية العادلة ، وفى حالة ممارسة هذا الحق ، يقوم الطرفان باتخاذ أى ترتيبات أخرى ملائمة حسبما يقتضيه الحال وبحيث لا تخضع هذه الترتيبات لأى اتفاق آخر بين الطرفين سوى ما نصت عليه المادتان ٤، ٥ .

(مادة ١٢)

التشاور والمراجعة والسرية والحماية البيئية

١ - يتشاور الطرفان بناء على طلب أى منهما فيما يتعلق بتنفيذ هذا الاتفاق وتنمية المزيد من التعاون فى مجال الاستخدامات السلمية للطاقة النووية .

٢ - يتم مراجعة هذا الاتفاق فى أى وقت بناء على طلب أى من الطرفين للأخذ فى الحسبان تطورات منع الانتشار على المستويين الاقليمى والدولى ، أو التطورات التكنولوجية والترتيبات التنظيمية الدولية ، أو احتياجات جمهورية مصر العربية الاقتصادية وتلك الخاصة بالطاقة ، أو أية ظروف أخرى قد يكون لها ما يبررها ، ويمكن تعديل نصوص هذا الاتفاق باتفاق الطرفين وبما يتمشى مع متطلباتهما السائدة .

٣ - يتخذ الطرفان كافة الاحتياطات لحماية أية معلومات تصل الى علمهما بالنسبة لتنفيذ هذا الاتفاق والتى يحددها الطرف المورد - وقت نقلها أو تسليمها - على أنها غير قابلة للتداول أو أنها سرية .

٤ - يتشاور الطرفان فى الأمور المتعلقة بالآثار البيئية للاستخدام السلمى للطاقة النووية بهدف حماية البيئة من التلوث الاشعاعى أو الكيمائى أو الحرارى الناتج عن الانشطة النووية السلمية ، وفى الأمور المتصلة بالصحة والامان ، ويتعاونان فى هذه المجالات طبقا لما يتفقان عليه .

(مادة ١٠)

الضوابط في حالة تعدد الموردين

قد يكون لأحد الطرفين في ظل ظروف معينة اتفاق منفصل للتعاون السلمي في المجال النووي مع دولة أخرى أو مجموعة من الدول ، يوفر لتلك الدولة الأخرى أو المجموعة من الدول حقوقا مساوية لأي أو لكل من الحقوق الواردة في المواد ٥ ، ٦ ، ٧ فيما يتعلق بالمواد أو المعدات أو المكونات الخاضعة لتلك الحقوق بموجب هذا الاتفاق . في مثل هذه الظروف ومن أجل تبسيط تطبيق المواد المشار اليها - يجوز للطرفين ، بناء على طلب أي منهما ، الاتفاق على أن تقوم الدولة الأخرى أو مجموعة الدول بتولي تنفيذ ما للطرف الآخر من حقوق .

(مادة ١١)

وقف التعاون

١ - في حالة قيام أي من الطرفين في أي وقت بعد دخول هذا الاتفاق دور النفاذ :

أ - بانتهاك الاحكام الواردة في المواد ٥ أو ٦ أو ٧ أو ٨ أو ٩ ،

ب - بانهاء أو الغاء أو انتهاك اتفاق ضمانات يعقد مع الوكالة الدولية للطاقة الذرية ؛

يحق للطرف الآخر أن يوقف تقديم المزيد من التعاون بموجب هذا الاتفاق ، وأن يطلب اعادة أية مواد أو معدات أو مكونات منقولة بموجبه ، وكذلك أية مواد نووية خاصة منتجة من خلال استخدامها .

٢ - اذا قامت جمهورية مصر العربية في أي وقت بعد دخول هذا الاتفاق دور النفاذ بتفجير جهاز تفجير نووي ، يكون للولايات المتحدة ذات الحقوق المحددة في الفقرة ١ أعلاه .

بشأن تطبيق الضمانات الخاصة بمعاهدة عدم انتشار الأسلحة النووية .

٣ - اذا ما علم أحد الطرفين بظروف تثبت أن الوكالة الدولية للطاقة الذرية غير قادرة لأى سبب من الأسباب على تطبيق الضمانات وفقا للاتفاق المشار اليه في الفقره ٢ أعلاه ، يقوم بابلاغ الطرف الآخر ، وضمانا للاستمرار الفعال لهذه الضمانات يقوم الطرفان على الفور بوضع الترتيبات التى تتفق مع مبادىء واجراءات ضمانات الوكالة الدولية للطاقة الذرية والتى تغطى ما تشطه الفقرة المشار اليها وتوفر ضمانا معادلا لذلك الذى كان يستهدفه النظام المستبدل .

٤ - يضمن كل طرف اتخاذ التدابير اللازمة للمحافظة على الضمانات التى تتناولهما هذه المادة وتيسير تطبيقها .

٥ - يقوم كل طرف بانشاء والحفاظ على نظام للمحاسبة والتحكم لكل المواد المنقولة بموجب هذا الاتفاق وأى مواد مستخدمة فى أو منتجة من خلال استخدام أى من المواد أو المعدات أو المكونات المنقولة بموجب هذا الاتفاق ، وتكون اجراءات هذا النظام معادلة لتلك المنصوص عليها فى وثيقة الوكالة الدولية للطاقة الذرية INFCIRC/153 corrected أو فى أى تنقيح لهذه الوثيقة يوافق عليه الطرفان .

٦ - يتم تنفيذ الاحكام الواردة فى هذه المادة على نحو يتلافى عرقلة الأنشطه النووية لكل من الطرفين أو تأخيرها أو التدخل غير الواجب فيها ، وأن تطبق بصورة تتفق مع أساليب الادارة الحكيمة اللازمة لسير برامجهما النووية بصورة اقتصادية وأمنة .

٥ - يتم تنفيذ الأحكام الواردة فى هذه المادة على نحو يتلافى عرقلة الأنشطة النووية لكل من الطرفين أو تأخيرها ، أو التدخل غير الواجب فيهما ، وعلى نحو يتمشى مع أساليب الادارة الحكيمة اللازمة لسير برامجهما النووية بصورة اقتصادية ومأمونة .

(مادة ٨)

حظر التطبيقات العسكرية أو التفجيرات

يضمن كل طرف عدم استخدام أية مواد ، أو معدات ، أو مكونات منقولة اليه بموجب هذا الاتفاق وتخضع لولايته ، وأية مواد مستخدمة فى أو منتجة من خلال استخدام أى من تلك المواد أو المعدات أو المكونات المنقولة اليه وتخضع لولايته فى أى جهاز تفجير نووى ، أو فى البحوث أو التطويرات المتعلقة بأية جهاز تفجير نووى ، أو لأى غرض عسكرى .

(مادة ٩)

الضمانات

١ - يتطلب التعاون بموجب هذا الاتفاق تطبيق ضمانات الوكالة الدولية للطاقة الذرية بالنسبة لكافة الأنشطة النووية داخل اقليم جمهورية مصر العربية والتى تخضع لولايتها أو التى تزاول تحت سيطرتها فى أى مكان . ويعتبر ابرام وتنفيذ اتفاق الضمانات مع الوكالة الدولية للطاقة الذرية وفقا للفقرتين ١ ، ٤ من المادة ٣ من معاهدة عدم انتشار الأسلحة النووية محققا لهذا المطلب .

٢ - المواد المنقولة الى جمهورية مصر العربية بموجب هذا الاتفاق وكذلك أى مواد مصدرية ، أو مادة نووية خاصة ، مستخدمة فى أو منتجة من خلال استخدام أى من المواد أو المعدات أو المكونات المنقولة بموجب هذا الاتفاق ، تخضع لضمانات وفقا للاتفاق ما بين جمهورية مصر العربية والوكالة الدولية للطاقة الذرية

(مادة ٧)

الحماية المادية

- يضمن كل طرف توفير قدر كاف من الحماية المادية لأى من المواد والمعدات المنقولة اليه بموجب هذا الاتفاق وتخضع لولايته ، وكذلك لأى من المواد النووية الخاصة المستخدمة فى أو المنتجة من خلال استخدام أى من هذه المواد أو المعدات المنقولة اليه بموجب هذا الاتفاق وتخضع لولايته .

- يوافق الطرفان على مستويات تطبيق الحماية المادية المنصوص عليها فى ملحق هذا الاتفاق ، ويجوز تعديل هذه المستويات بالاتفاق المتبادل بين الطرفين . ويحافظ الطرفان على توفير التدابير الكافية للحماية المادية وفقا لتلك المستويات . وتوفر هذه التدابير حدا أدنى من الحماية يعادل تلك المنصوص عليها فى وثيقة الوكالة الدولية للطاقة الذرية INFCIRC/225 Revision 1 بشأن الحماية المادية للمواد النووية ، أو فى أى تنقيح لهذه الوثيقة يوافق عليه الطرفان .

- يستعرض الطرفان بصفة دورية مدى كفاية تدابير الحماية المادية المتفق عليها طبقا لهذه المادة ، وكذلك كلما رأى أن من الطرفين الحاجة الى تدابير معدله للحفاظ على حماية مادية كافية .

- يحدد كل طرف الأجهزة أو الهيئات المسئولة عن ضمان توافر مستويات الحماية المادية الكافية وكذلك المسئولة عن تنسيق عمليات الاستجابة والاستعادة فى حالة الاستخدام أو التداول غير المسموح به للمواد التى تخضع لهذه المادة ، ويحدد كل طرف نقاط الاتصال داخل سلطاته الوطنية للتعاون فى مسائل النقل خارج البلاد ، والأمور الأخرى ذات الاهتمام المتبادل .

اقتصاديات التخزين ومالها من آثار على تكلفة الطاقة .

٢ - المواد والمعدات والمكونات المنقولة بموجب هذا الاتفاق وكذلك المواد النووية الخاصة والمنتجة من خلال استعمال أى من هذه المواد أو المعدات يجوز للطرف المتلقى أن ينقلها ، على أن يضمن هذا الطرف عدم نقل تلك المواد أو المعدات أو المكونات أو المواد النووية الخاصة التى تخضع لولايته الى أشخاص غير معتمدين ، وألا تنقل خارج نطاق ولايته الاقليمية الا باتفاق الطرفين .

(مادة ٦)

اعادة المعالجة والاثراء

١ - يضمن كل طرف عدم اعادة معالجة المواد المنقولة اليه بموجب هذا الاتفاق والتى تخضع لولايته وكذلك المواد المستخدمة فى أو المنتجة من خلال استخدام أى من المواد أو المعدات المنقولة اليه بموجب هذا الاتفاق وتخضع لولايته الا باتفاق الطرفين . وفى حالة اتفاق الطرفين على اعادة المعالجة ، يتم ذلك فقط فى منشآت مقبولة منهما .

٢ - يضمن كل طرف عدم تغيير شكل أو محتوى أية مواد نووية خاصة (عدا اليورانيوم غير المشعع منخفض الاثراء) منقولة اليه بموجب هذا الاتفاق وتخضع لولايته أو أية مواد مستخدمة فى أو منتجة من خلال استخدام أى من المواد أو المعدات المنقولة اليه بموجب هذا الاتفاق وتخضع لولايته الا باتفاق الطرفين ، باستثناء أن يكون التغيير عن طريق التشعيع أو اعادة التشعيع .

٣ - يضمن كل طرف أن اليورانيوم المنقول اليه بموجب هذا الاتفاق ويخضع لولايته ، وكذلك اليورانيوم المستخدم فى أى من المعدات المنقولة اليه وتخضع لولايته ، لا يجوز اثراؤه بعد اتمام نقله الا باتفاق الطرفين .

٣ - لا تتجاوز كمية المواد النووية الخاصة المنقولة الى جمهورية مصر العربية بموجب هذا الاتفاق فى أى وقت من الاوقات الكمية التى يتفق الطرفان على أنهـا ضرورية لاى غرض من الاغراض التالية : تزويد المفاعلات بالوقود أو للاستخدام فى تجارب المفاعلات ، وللتشغيل الكفء والمستمر لهذه المفاعلات أو اجـراء مثل هذه التجارب للمفاعلات ، ولتحقيق الاغراض الاخرى التى قد يتفـق عليها الطرفان .

٤ - يمكن نقل المواد النووية الخاصة : (أ) بكميات صغيرة لاستخدامها كعينات، ومعايير ، وأجهزة كشف وأهداف ، وأية أغراض أخرى قد يتفق عليهـا الطرفان ، أو (ب) ما يتفق الطرفان على أنها ليست ذات أهمية لاغـراض التفجير النووى وانها قد استهلكت أو تم تخفيفها أو تحويلها بحيث أصبح من غير الممكن عمليا استعادتها .

٥ - تتخذ الولايات المتحدة الاجراءات الملائمة لضمان امدادات يعتمد عليهـا من الوقود النووى لجمهورية مصر العربية ، بما فى ذلك تصدير المواد النوويـة فى توقيتات مناسبة مع توافر المقدرة على الوفاء بهذا التعهد خلال مـدة سريان هذا الاتفاق .

(مادة ه)

التخزيـن واعـادة النقـل

١ - المواد المنقولة بموجب هذا الاتفاق ، والمواد المستخدمة فى أو المنتجـة من خلال استخدام أى مواد أو معدات منقولة بموجبه ، يجوز تخزينها بمعرفـة أى من الطرفين ، على أن يضمن كل طرف عدم تخزين مثل هذه المواد النوويـة الخاصة التى تخضع لولايته - فيما عدا اليورانيوم غير المشعع منخفض الاثراء - فى أى منشأة لم يتم الاتفاق عليها مسبقا من الطرفين ، وعند اختيار منشـأة التخزين يعطى الاعتبار المناسب الى الجوانب الخاصة بمنع الانتشار وكذلـك

(ط) اعتبارات الصحة والأمان والبيئة المتعلقة بالمجالات السابق ذكرها ؛

(ى) تقدير الدور الذى قد تلعبه الطاقة النووية فى الخطط القومية للطاقة .

ويقوم الطرفان باتخاذ كافة الاحتياطات لحماية أى من تلك المعلومات ،التى تصل الى علمهم ، التى يحددها الطرف المورد لها - فى وقت انتقالها أو تسلمها - على أنها ملك له أو سرية .

٢ - لا يستلزم هذا الاتفاق نقل أية معلومات غير مسموح للطرفين بنقلها .

٣ - المعلومات المحظورة لا يجوز نقلها بموجب هذا الاتفاق .

٤ - يمكن نقل التقنية النووية الحساسه اذا توفر ذلك بموجب تعديل لهذا الاتفاق أو باتفاق منفصل .

(مادة ٤)

نقل المواد ،والمعدات ،والمكونات

١ - يمكن نقل المواد والمعدات والمكونات لاغراض التطبيقات التى تتفق مع هذا الاتفاق . وبالنسبة للمواد النووية الخاصة - عدا اليورانيوم منخفض الاثراء والمواد المشمولة بالفقره الرابعة - والمنشآت النووية الحساسه والمكونات الرئيسية الأساسية التى تستخدم فى تلك المنشآت فيمكن نقلها الى جمهورية مصر العربية اذا توفر ذلك بموجب تعديل لهذا الاتفاق أو باتفاق منفصل .

٢ - يمكن نقل اليورانيوم منخفض الاثراء لاستخدامه كوقود للمفاعلات وفى تجارب المفاعلات ، ولاغراض التحويل أو التصنيع أو لاية أغراض أخرى من هذا القبيل قد يتفق عليها الطرفان .

ق - " منشأة استخدام" تعنى أى مفاعل عدا ذلك الذى يصمم أو يستخدم أساسا لانتاج البلوتونيوم أو اليورانيوم ٢٣٣ .

(مادة ٣)

نقل المعلومات

١ - المعلومات المتعلقة باستخدام الطاقة النووية فى الاغراض السلمية يمكن نقلها بما فى ذلك المعلومات المتعلقة بالمجالات الآتيه على سبيل المثال :

(أ) تطوير ، وتصميم ، وانشاء ، وتشغيل ، وصيانة ، واستخدام مفاعلات الابحاث ومفاعلات اختبار المواد والمفاعلات التجريبية ونماذج مفاعلات القوى ومفاعلات القوى ؛

(ب) استخدام الطاقة النووية فى ازالة ملوحة المياه ؛

(حـ) تنقية وتحويل خام اليورانيوم وتصنيع وقود مفاعلات الماء العادى لتوليد القوى ؛

(د) أجهزة القياس النووية ؛

(هـ) التنقيب عن مصادر اليورانيوم وتنميتها ؛

(و) استخدام المواد فى البحوث الفيزيائية والبيولوجية وفى الطب والزراعة والصناعة ؛

(ز) دراسات دورة الوقود للتوصل الى طرق عملية الاحتياجات المدنية النووية فى العالم مستقبلا ، بما فى ذلك السبل المتعددة لضمان امدادات الوقود النووى والاساليب الفنية المناسبة للتصرف فى النفايات النووية ؛

(ح) الضمانات والحماية المادية للمواد والمعدات ؛

أو أى عنصر آخر يتحدد على هذا النحو باتفاق الطرفين ؛

م - " مفاعل " يعنى أى جهاز ،عدا سلاح نووى أو جهاز آخر للتفجير النووى ، يتم فيه تفاعل ذاتى متسلسل للانشطار باستخدام اليورانيوم أو البلوتونيوم أو الثوريوم أو أى خليط منها ؛

ن - " بيانات محظورة " تعنى جميع البيانات المتعلقة : (١) بتصميم أو صناعة أو استخدام الأسلحة النووية ، أو (٢) بانتاج المواد النووية الخاصة ، أو (٣) باستخدام المواد النووية الخاصة فى انتاج الطاقة ، ولكن تلك البيانات لا تشمل البيانات التى يرفع عنها الحظر أو التى استبعدتها الولايات المتحدة من فئة البيانات المحظورة ؛

س - " منشأة نووية حساسه " تعنى أية منشأة تصمم من أجل أو تستخدم بصفة أساسية لاثراء اليورانيوم أو لاعادة معالجة الوقود النووى أو لانتاج الماء الثقيل أو لتصنيع الوقود النووى الذى يحتوى على البلوتونيوم ؛

ع - " تقنية نووية حساسه " تعنى أية معلومات (بما فى ذلك المعلومات الداخلة فى تكوين معدات أو مكونات هامة) ليست متداولة ولها أهمية فى مجال تصميم أو انشاء أو تصنيع أو تشغيل أو صيانة أية منشأة نووية حساسه ، أو معلومات أخرى من هذا النوع يتم تحديدها ، على هذا النحو باتفاق الطرفين ؛

ف - " مادة مصدرية " تعنى (١) اليورانيوم ، أو الثوريوم ، أو أية مادة أخرى يتم تحديدها على هذا النحو باتفاق الطرفين ، أو (٢) الخامات التى تحتوى على واحد أو أكثر من المواد السابق ذكرها بنسبة تركيز وفقا لما يمكن أن يتفق عليه الطرفان بين الحين والآخر ؛

ص - " مادة نووية خاصة " تعنى (١) البلوتونيوم أو اليورانيوم ٢٣٣ ، أو اليورانيوم المثرى بالنظير ٢٣٥ أو (٢) أية مادة أخرى يتم تحديدها على هذا النحو باتفاق الطرفين ؛

و - " مكون رئيسى أساسى " يعنى أى جزء أو مجموعة اجراء لازمة لتشغيل أية منشأة نووية حساسة ؛

ز - " مادة " تعنى مادة مصدرية ، أو مادة نووية خاصة ، أو مادة جانبية ، أو النظائر المشعة عدا المواد الجانبية ، أو المواد المهدئة ، أو أية مادة أخرى من هذا النوع يتم تحديدها على هذا النحو باتفاق الطرفين ؛

ح - " مادة مهدئة " تعنى الماء الثقيل أو الجرافيت أو البريليوم ذو نقاوة ملائمة للاستخدام فى مفاعل لابطاء النيوترونات عالية السرعة لزيادة احتمال حدوث مزيد من الانشطار ، أو أية مواد أخرى من هذا النوع يتم تحديدها على هذا النحو باتفاق الطرفين ؛

ط - " الطرفان " تعنى حكومة جمهورية مصر العربية وحكومة الولايات المتحدة الأمريكية ؛

ى - " الأغراض السلمية " تشمل استخدام المعلومات والمواد والمعدات والمكونات فى مجالات مثل البحث ، وتوليد الطاقة الكهربائية ، والطب ، والزراعة ، والصناعة ولكنها لا تشمل الاستخدام فى مجالات البحث أو التطوير الخاصة بأى جهاز للتفجير النووى أو لأى غرض عسكرى ؛

ك - " شخص " تعنى أى فرد أو أى كيان خاضع لولاية أى من الطرفين ، ولكنها لا تشمل طرفى هذا الاتفاق ؛

ل - " منشأة انتاج " تعنى أى مفاعل نووى يتم تصميمه أو استخدامه بصفة أساسية لتكوين البلوتونيوم أو اليورانيوم ٢٣٣ ، أو أية منشأة تصمم من أجل أو تستخدم لفصل نظائر اليورانيوم أو البلوتونيوم ، أو أية منشأة تصمم من أجل أو تستخدم لمعالجة المواد المشعة التى تحتوى على مواد نووية خاصة لفصل أو انتاج مواد نووية خاصة ، الا حيث يتفق الطرفان على أن مقدار ما تستطيع هذه المنشأة انتاجه أو فصله من مواد نووية خاصة يعتبر غير ذى أهمية لأغراض التفجير النووى ،

٢ - ان نقل المعلومات ، والمواد ، والمعدات ، والمكونات بموجب هذا الاتفاق يمكن أن يتم بين الطرفين مباشرة أو عن طريق أشخاص مفوضين بذلك وخاضعين لولايتيهما . وتخضع عمليات النقل المشار اليها لأحكام هذا الاتفاق ، وما قد يتفق عليه الطرفان من الشروط والأوضاع الاضافية اذا لزم الأمر .

(مادة ٢)

تعريفات

لأغراض هذا الاتفاق ، فان : -

أ - " منتجات جانبيه " تعنى أية مواد مشعه (عدا المواد النووية الخاصة) نتجت عن أو أصبحت مشعة بتعرضها للاشعاعات العصاحبة لعملية انتاج أو استخدام " مواد نووية خاصة " ؛

ب - " مكون " يعنى جزء مكون لمعدات أو عنصر آخر يتم تحديده على هذا النحو باتفاق الطرفين ؛

جـ - " معدات " تعنى أية منشأة للانتاج أو للاستخدام (بما فى ذلك منشآت اثراء اليورانيوم واعادة معالجة الوقود النووى) أو أية منشأة لانتاج الماء الثقيل أو لتصنيع الوقود النووى الذى يحتوى على البلوتونيوم أو أى عنصر آخر يتم تحديده على هذا النحو باتفاق الطرفين ؛

د - " يورانيوم عالى الاثراء " يعنى اليورانيوم المثرى الى نسبة ٢٠٪ (عشرين فى المائة) أو أكثر من النظير ٢٣٥ ؛

هـ - " يورانيوم منخفض الاثراء " يعنى يورانيوم مثرى الى نسبة أقل من ٢٠٪ (عشرين فى المائة) من النظير ٢٣٥ ؛

اتفاق للتعاون
بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية
بشأن الاستخدامات السلمية للطاقة النووية

إن حكومة الولايات المتحدة الأمريكية

وحكومة جمهورية مصر العربية

اذ تدركان أن كلا من جمهورية مصر العربية والولايات المتحدة طرف فى معاهدة عدم انتشار الأسلحة النووية ،

واذ تؤكدان مساندتهما لاهداف الوكالة الدولية للطاقة الذرية ومعاهدة عدم انتشار الأسلحة النووية ،

واذ تضعان فى اعتبارهما رغبتهما فى السير فى برنامج للتعاون فى مجال الاستخدام السلمى للطاقة النووية ، بما فى ذلك تصميم وانشاء وتشغيل مفاعلات لتوليد الطاقة ومفاعلات للأبحاث ، وتبادل المعلومات المتعلقة بتطور الاستخدامات السلمية الأخرى للطاقة النووية ،

واذ تضعان فى اعتبارهما خطط حكومة جمهورية مصر العربية للقيام بانشاء محطات قوى نووية كجزء من برنامجها لتوليد الكهرباء والتوسع فيه باستخدام الطاقة النووية ،

واذ تؤكدان رغبتهما فى ابرام هذا الاتفاق للتعاون فيما بينهما لتحقيق الأهداف سالفة الذكر ،

واذ تدركان أن الاضطلاع بالأنشطه النووية السلمية يجب أن يأخذ بعين الاعتبار حماية البيئة الدولية من التلوث الاشعاعى ،والكيمائى ،والحرارى ،

قد اتفقتا على ما يلى :

(ماده ١)

نطاق التعاون

١ - تتعاون جمهورية مصر العربية ، والولايات المتحدة الأمريكية ، فى مجال استخدام الطاقة النووية للأغراض السلمية وفقا لاحكام هذا الاتفاق .

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CONTAINERS

Amendments to Annex I of the Convention of December 2, 1972

Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Adopted by the Maritime Safety
Committee at London April 2, 1981

READEX FICHE best copy available

S 9.10:

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MULTILATERAL

Containers

Amendments to annex I of the convention of December 2, 1972 adopted by the Maritime Safety Committee at London April 2, 1981;
Entered into force December 1, 1981.

1981 AMENDMENTS TO ANNEX I OF THE INTERNATIONAL CONVENTION FOR SAFE CONTAINERS (CSC)[1]

CHAPTER I

Regulation 2

Amend the heading of Regulation 2 to read:

"Maintenance and Examination".

In paragraph 3, line 4, delete the word "maintenance" and insert therefor "examination".

Add at the end of paragraph 4 the following text:

"As a transitional provision, any requirements for marking on containers the date of the first examination of new containers or the re-examination of new containers covered in Regulation 10 and of existing containers shall be waived until 1 January 1987. However, an Administration may make more stringent requirements for the containers of its own (national) owners."

Add at the end of paragraph 5 the following text:

"However, in the event that the owner is domiciled or has his head office in a country the government of which has not yet made arrangements for prescribing or approving an examination scheme and until such time as the arrangements have been made the owner may use the procedure prescribed or approved by the Administration of a Contracting Party which is prepared to act as 'the Contracting Party concerned'. The owner shall comply with the conditions for the use of such procedures set by the Administration in question."

CHAPTER IV

Amend the heading to read:

"REGULATIONS FOR APPROVAL OF EXISTING CONTAINERS AND NEW CONTAINERS NOT APPROVED AT THE TIME OF MANUFACTURE".

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[1] TIAS 9037; 29 UST 3717.

Regulation 9

Add to the end of paragraph 1 the following:

"The examination of the container concerned and the affixing of the Safety Approval Plate shall be accomplished not later than 1 January 1985."

Insert a new Regulation 10 reading:

"Regulation 10

Approval of New Containers Not Approved at Time of Manufacture

If, on or before 6 September 1982, the owner of a new container which was not approved at the time of manufacture presents the following information to an Administration:

(a) date and place of manufacture;

(b) manufacturer's identification number of the container if available;

(c) maximum operating gross weight capability;

(d) evidence to the satisfaction of the Administration that the container was manufactured to a design type which had been tested and found to comply with the technical conditions set out in Annex II;

(e) allowable stacking weight for 1.8 g (kilogrammes and lbs); and

(f) such other data as required for the Safety Approval Plate;

the Administration, after investigation, may approve the container, notwithstanding the provisions of Chapter II. Where approval is granted, such approval shall be notified to the owner in writing, and this notification shall entitle the owner to affix the Safety Approval Plate after an examination of the container concerned has been carried out in accordance with Regulation 2. The examination of the container concerned and the affixing of the Safety Approval Plate shall be accomplished not later than 1 January 1985."

AMENDEMENTS DE 1981 A L'ANNEXE I DE LA CONVENTION INTERNATIONALE SUR LA SECURITE DES CONTENEURS (CSC)

CHAPITRE PREMIER

Règle 2

Modifier le titre de la règle 2 comme suit : "Entretien et examen".

A la dernière ligne du paragraphe 3, remplacer "d'entretien" par "d'examen".

A la fin du paragraphe 4, ajouter le texte qui suit :

"A titre de mesure transitoire, il est sursis jusqu'au 1er janvier 1987 à l'application de toutes dispositions en vertu desquelles on doit marquer sur les conteneurs la date du premier examen des conteneurs neufs ou du réexamen des conteneurs neufs visés par la règle 10 et des conteneurs existants. Toutefois, une Administration peut imposer des dispositions plus rigoureuses aux conteneurs appartenant à des propriétaires qui relèvent de la juridiction du pays."

A la fin du paragraphe 5, ajouter le texte qui suit :

"Toutefois, si le propriétaire a son domicile ou son siège principal dans un pays dont le gouvernement n'a pas encore pris de dispositions en vue de prescrire ou d'approuver un système d'examen, il peut, jusqu'à ce que de telles dispositions aient été prises, utiliser la procédure prescrite ou approuvée par l'Administration d'une Partie contractante qui est disposée à assumer le rôle de 'la Partie contractante intéressée'. Le propriétaire doit satisfaire aux conditions régissant l'utilisation des procédures de cette nature, qui ont été fixées par l'Administration en question."

CHAPITRE IV

Modifier le titre de ce chapitre comme suit :

"REGLES RELATIVES A L'AGREMENT DES CONTENEURS EXISTANTS ET DES CONTENEURS NEUFS N'AYANT PAS ETE AGREES AU MOMENT DE LA CONSTRUCTION"

Règle 9

A la fin du paragraphe 1, ajouter le texte qui suit :

"L'examen du conteneur en cause et l'apposition de la plaque d'agrément aux fins de la sécurité doivent être effectués le 1er janvier 1985 au plus tard."

Insérer une nouvelle règle 10 ainsi libellée :

"Règle 10

Agrément des conteneurs neufs n'ayant pas été agréés au moment de la construction

Si, le 6 septembre 1982 ou avant cette date, le propriétaire d'un conteneur neuf qui n'a pas été agréé au moment de la construction présente les renseignements suivants à une Administration :

a) date et lieu de construction;

b) numéro d'identification attribué par le constructeur au conteneur, si ce numéro existe;

c) masse brute maximale de service;

d) preuve jugée satisfaisante par l'Administration que le conteneur a été fabriqué conformément à un type de construction qui a subi des essais dont il ressort qu'il satisfait aux conditions techniques énoncées à l'Annexe II;

e) charge admissible de gerbage pour 1,8 g (kilogrammes et livres anglaises); et

f) autres indications requises sur la plaque d'agrément aux fins de la sécurité,

l'Administration, après inspection, peut agréer le conteneur, nonobstant les dispositions du chapitre II. Lorsque l'agrément est octroyé, elle le notifie par écrit au propriétaire et cette notification autorise celui-ci à apposer la plaque d'agrément aux fins de la sécurité, après qu'un examen du conteneur en cause a été effectué conformément à la règle 2. L'examen du conteneur en cause et l'apposition de la plaque d'agrément aux fins de la sécurité doivent être effectués le 1er janvier 1985 au plus tard."

ПОПРАВКИ 1981 ГОДА К ПРИЛОЖЕНИЮ I МЕЖДУНАРОДНОЙ КОНВЕНЦИИ ПО БЕЗОПАСНЫМ КОНТЕЙНЕРАМ (КБК)

ГЛАВА I

Правило 2

Изменить заголовок правила 2 следующим образом: "Содержание и осмотр".

В пункте 3, строки 6-7, исключить слова "содержания контейнеров в безопасном состоянии." и вместо них включить слово "осмотра.".

Добавить в конце пункта 4 следующий текст:

"В качестве переходной меры любые требования об указании на контейнерах даты первого осмотра новых контейнеров или повторного осмотра новых контейнеров, указанных в правиле 10, и существующих контейнеров не применяются до 1 января 1987 года. Однако Администрация может применять более строгие требования к контейнерам своих (национальных) владельцев".

Добавить в конце пункта 5 следующий текст:

"Однако в случае, когда владелец постоянно проживает или имеет свою главную контору в стране, правительство которой еще не приняло мер к предписанию или одобрению процедуры осмотра, и до того времени, когда будут приняты такие меры, владелец может использовать процедуру, предписанную или одобренную Администрацией Договаривающейся Стороны, которая готова выступить в качестве "заинтересованной Договаривающейся Стороны". Владелец должен соблюдать условия использования такой процедуры, установленные данной Администрацией".

ГЛАВА IV

Изменить заголовок следующим образом:

"ПРАВИЛА ДОПУЩЕНИЯ СУЩЕСТВУЮЩИХ КОНТЕЙНЕРОВ И НОВЫХ КОНТЕЙНЕРОВ, НЕ ДОПУЩЕННЫХ ПРИ ИЗГОТОВЛЕНИИ".

Правило 9

Добавить в конце пункта 1 следующее:

"Осмотр данного контейнера и прикрепление таблички о допущении по условиям безопасности должны быть выполнены не позднее 1 января 1985 года".

Включить новое правило 10 следующего содержания:

"Правило 10

Допущение новых контейнеров, не допущенных при изготовлении

Если 6 сентября 1982 года или до этой даты владелец нового контейнера, не допущенного при изготовлении, представляет Администрации следующую информацию:

a) дата и место изготовления;

b) присвоенный заводом-изготовителем идентификационный номер контейнера, при наличии такого номера;

c) максимальный эксплуатационный вес брутто́;

d) признанное Администрацией свидетельство о том, что контейнер изготовлен в соответствии с типом конструкции, который прошел испытания и был признан удовлетворяющим техническим условиям, приведенным в Приложении II;

e) допустимый вес на штабелирование при 1,8 g (килограммы и фунты); и

f) прочие данные, необходимые для таблички о допущении по условиям безопасности,

то Администрация после проверки может допустить контейнер, несмотря на положения главы II. В случае, когда допущение предоставлено, о таком допущении уведомляется в письменном виде владелец, и это уведомление дает владельцу право прикреплять табличку о допущении по условиям безопасности после осмотра данного контейнера в соответствии с правилом 2. Осмотр данного контейнера и прикрепление таблички о допущении по условиям безопасности должны быть выполнены не позднее 1 января 1985 года".

ENMIENDAS DE 1981 AL ANEXO I DEL CONVENIO INTERNACIONAL SOBRE LA SEGURIDAD DE LOS CONTENEDORES (CSC)

CAPITULO I

Regla 2

Enmiéndese el epígrafe de la Regla 2 de modo que diga: "Conservación y examen".

En la quinta línea del párrafo 3 sustitúyase la palabra "conservación" por "examen".

Al final del párrafo 4 añádase el siguiente texto:

"Como disposición transitoria, el cumplimiento de cualesquiera prescripciones relativas al marcado, en los contenedores, de la fecha del primer examen en el caso de contenedores nuevos o del reexamen de contenedores nuevos a los que se aplique la Regla 10, y de contenedores existentes, se aplazará hasta el 1 de enero de 1987. No obstante, la Administración podrá establecer prescripciones más rigurosas para los contenedores de sus propios propietarios (súbditos suyos)".

Al final del párrafo 5 añádase el siguiente texto:

"No obstante, el propietario, en el caso de que esté domiciliado o tenga su oficina principal en un país cuyo Gobierno no haya adoptado todavía disposiciones para prescribir o aprobar un procedimiento de examen, y hasta que se hayan adoptado esas disposiciones, podrá hacer uso del procedimiento prescrito o aprobado por la Administración de una Parte Contratante que esté dispuesta a actuar como "Parte Contratante interesada". El propietario satisfará las condiciones que para hacer uso de tales procedimientos estipule la Administración de que se trate".

CAPITULO IV

Enmiéndese el epígrafe de modo que diga:

"REGLAS PARA LA APROBACION DE LOS CONTENEDORES EXISTENTES Y DE LOS CONTENEDORES NUEVO NO APROBADOS AL TIEMPO DE SU FABRICACION".

Regla 9

Al final del párrafo 1 añádase lo siguiente:

"El examen de dicho contenedor y la colocación en éste de la placa de aprobación relativa a la seguridad se realizarán a más tardar el 1 de enero de 1985".

Intercálese una nueva Regla 10 que diga lo siguiente:

"Regla 10

Aprobación de los contenedores nuevos no aprobados al tiempo de su fabricación

Si el 6 de septiembre de 1982, o antes de esta fecha, el propietario de un contenedor nuevo que no hubiere sido aprobado al tiempo de su fabricación presenta los datos siguientes a una Administración:

a) fecha y lugar de fabricación;

b) número de identificación asignado por el fabricante al contenedor, cuando lo haya;

c) peso bruto máximo de utilización;

d) prueba, que la Administración estime satisfactoria, de que el contenedor ha sido fabricado con arreglo a un modelo que, sometido a prueba, ha resultado conforme a las condiciones técnicas establecidas en el Anexo II;

e) peso de apilamiento autorizado para 1,8 g (kilogramos y libras); y

f) cualesquiera otros datos necesarios para obtener la placa de aprobación relativa a la seguridad,

la Administración, previa investigación, podrá aprobar el contenedor no obstante lo dispuesto en el Capítulo II. Cuando se conceda la aprobación, ésta le será notificada al propietario por escrito y la notificación autorizará al propietario a colocar la placa de aprobación relativa a la seguridad, previo examen del contenedor efectuado de conformidad con la Regla 2. El examen del contenedor y la colocación en éste de la placa de aprobación relativa a la seguridad se realizarán a más tardar el 1 de enero de 1985".

Certified true copy of the English text of the Amendments to Annex I of the International Convention for Safe Containers (CSC), done at Geneva on 2 December 1972, which were adopted on 2 April 1981 by the Maritime Safety Committee and Contracting Parties present and voting in accordance with Article X, paragraph 2 of the Convention, and the original of which is deposited with the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme du texte français des amendements à l'Annexe I de la Convention internationale sur la sécurité des conteneurs (CSC), faite à Genève le 2 décembre 1972, qui ont été adoptés le 2 avril 1981 par le Comité de la sécurité maritime et les Parties contractantes présentes et votantes conformément aux dispositions du paragraphe 2 de l'article X de la Convention et dont l'original est déposé auprès du Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime.

Заверенная подлинная копия русского текста поправок к Приложению I Международной конвенции по безопасным контейнерам (КБК), совершенной в Женеве 2 декабря 1972 года, которые были приняты 2 апреля 1981 года Комитетом по безопасности на море и Договаривающимися Сторонами, присутствующими и голосующими, в соответствии с пунктом 2 статьи X Конвенции, и оригинал которых сдается на хранение Генеральному секретарю Межправительственной морской консультативной организации.

Copia auténtica certificada del texto español de las Enmiendas al Anexo I del Convenio Internacional sobre seguridad de los contenedores (CSC), fechado en Ginebra el 2 de diciembre de 1972, que fueron aprobadas el 2 de abril de 1981 por el Comité de Seguridad Marítima y por las Partes Contratantes presentes y votantes de conformidad con lo dispuesto en el párrafo 2 del Artículo X del Convenio, el original del cual ha sido depositado ante el Secretario General de la Organización Consultiva Marítima Intergubernamental.

For the Secretary-General of the Inter-Governmental Maritime Consultative Organization :

Pour le Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime :

За Генерального секретаря Межправительственной морской консультативной организации:

Por el Secretario General de la Organización Consultiva Marítima Intergubernamental :

London,
Londres,
Лондон,
Londres,

1 X 1981

TIAS 10220

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—99-219

10222

TRANSPORTATION

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and FINLAND

Signed at Washington July 23, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

FINLAND

Transportation

Memorandum of understanding signed at Washington
July 23, 1981;
Entered into force July 23, 1981.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF TRANSPORTATION OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF TRADE AND INDUSTRY OF THE REPUBLIC OF FINLAND CONCERNING COOPERATION IN THE FIELD OF TRANSPORTATION

I. The Department of Transportation of the United States of America and the Ministry of Trade and Industry of the Republic of Finland (hereinafter referred to as the Parties), desiring to promote cooperation between their transportation specialists in finding solutions to problems of mutual concern, and in improving transportation systems and techniques without the costly and wasteful duplication of parallel national efforts, hereby undertake a program of mutually advantageous cooperation in the field of transportation.

II. To realize the benefits of cooperation pursuant to this Memorandum of Understanding, the Parties agree that:

(a) They will undertake to exchange information and develop other cooperative activities in the fields of transportation identified in para III below or as may be subsequently agreed.

(b) Cooperative projects shall be the subject of project agreements describing the information and experience to be exchanged, and setting forth the details of any task-sharing involved. Unless otherwise agreed, the working principle shall be that each party bears the cost of its participation. The project agreements will become Addenda to this Memorandum.

(c) Specific activities in connection with this program will be contingent upon the availability of funds.

(d) To implement this Memorandum of Understanding, each Party has appointed an appropriate official as its Program Coordinator. The Program Coordinators will be authorized by each Party to:

1. Authorize project agreements on behalf of the Parties. Project agreements and any amendments thereto shall be concluded by the cooperating entities;

2. Provide a point of contact for the other Party in making detailed arrangements for project activity; and

3. Arrange for regular reviews of the status and achievements of the overall program and its component projects.

(e) Any conditions relating to technical documents, patents, and other technical data and experience which restrict their use by the receiving Party or restrict their delivery to a third party shall be respected by the Parties. [1]

III. Icebreaking technology (to include winter navigation, icebreaking operations, icebreaker technology, and icebreaker design process and criteria) has been identified as the initial area of mutual interest.

IV. This Memorandum of Understanding shall enter into force upon signature and remain in force until terminated upon sixty (60) days written notice by either Party.

Done at Washington, July 23, 1981, in the English language.

For the Department of Transportation
of the United States of America [2]

Andrew L. Lewis Jr.

For the Ministry of Trade and Industry
of the Republic of Finland [3]

Paavo Vayrynen

[1] TIAS 10223 ; 33 UST.
[2] Andrew L. Lewis, Jr.
[3] Paavo Vayrynen.

U.S. GOVERNMENT PRINTING OFFICE : 1982 O—99-221

10246

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10246

FINANCE

Consolidation and Rescheduling of Certain Debts

Agreements Between the
UNITED STATES OF AMERICA
and PAKISTAN

Signed at Islamabad May 10, 1981
And signed at Islamabad August 18, 1981
And signed at Islamabad September 27, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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PAKISTAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreements signed at Islamabad May 10, 1981;
Entered into force July 13, 1981;
And signed at Islamabad August 18, 1981;
Entered into force September 7, 1981;
And signed at Islamabad September 27, 1981;
Entered into force September 27, 1981.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE ISLAMIC REPUBLIC OF PAKISTAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO THE UNITED STATES GOVERNMENT AND THE AGENCY FOR INTERNATIONAL DEVELOPMENT

The United States of America (the "United States") and the Islamic Republic of Pakistan ("Pakistan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Memorandum of Understanding on Debt Relief for Pakistan, signed in Paris on January 14, 1981 among representatives of certain nations, including the United States, and agreed to by the representative of Pakistan, hereinafter referred to as the "Memorandum", and annexed hereto as Annex D, the United States and Pakistan hereby agree to consolidate and reschedule certain Pakistani debts which are owed to the United States or the Agency for International Development, as provided for in this Agreement.

2. This Agreement shall be implemented by two separate agreements (the "Implementing Agreements"), one between Pakistan and the United States, with respect to PL-480 Agreements,[1] and a second between Pakistan and the Agency for International Development, with respect to loans extended by that Agency.[2]

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[1] See p. 30
[2] See p. 14.
[Footnotes added by the Department of State.]

ARTICLE II

Definitions

1. "Contracts" means those agreements which have maturities falling due during the Consolidation Period and which relate to loans having a grant element of 25 percent or more that were extended to the Government of Pakistan by the United States or the Agency for International Development, which loans had original maturities of more than one year and were extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements; such agreements are listed in Annex A.

2. "Debt" means the sum of principal and interest due and payable during the Consolidation Period with respect to the Contracts

3. "Consolidated Debt" means ninety percent of the dollar amount of such Debt. "Non-consolidated Debt" means the remaining ten percent of such Debt.

4. "Consolidation Period" means the period from January 15, 1981 through July 14, 1982.

"Interest" means interest on Consolidated Debt due and payable in accordance with the terms of this Agreement, and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rate specified in Article III(1)(b) of this Agreement, which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

ARTICLE III

Terms and Conditions of Payments

1. Pakistan agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt which amounts to approximately $105.5 million shall be repaid in twenty-eight equal and successive semi-annual installments of $3.8 million, plus Interest, commencing on January 1, 1992, with the final installment payable on July 1, 2005.

(b) The rate of Interest shall be 2.75 percent per calendar year on the outstanding balance of the Consolidated Debt and on any due and unpaid Interest accruing thereon. Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 1982.

(c) A table summarizing the amounts of the Consolidated Debt owed with respect to PL-480 Agreements and Agency for International Development loans is attached hereto as Annex B.

2. Pakistan agrees to pay the Non-consolidated Debt in United States dollars in accordance with the terms established in the Contracts.

(a) A table summarizing the amounts of Non-consolidated Debt owed with respect to PL-480 agreements and Agency for International Development loans is attached hereto as Annex C.

3. It is understood that adjustments may be made in the amounts of Consolidated and Non-consolidated Debt

specified in paragraphs 1 and 2 of this Article by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with July 1, 1982, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period.

ARTICLE IV

General Provisions

1. Pakistan agrees to grant the United States and the Agency for International Development treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies with respect to the rescheduling, refinancing or provision of other equivalent measures regarding debts covered by the Memorandum.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

ARTICLE V

Entry Into Force

This Agreement shall enter into force upon receipt by Pakistan of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Islamabad, Pakistan, in duplicate, this 10th day of May, 1981.

FOR THE UNITED STATES OF AMERICA
Arthur W Hummel Jr [2]

FOR THE ISLAMIC REPUBLIC OF PAKISTAN
[3]

[1] July 13, 1981.
[2] Arthur W. Hummel, Jr.
[3] Ejaz Ahmad Naik.
[Footnotes added by the Department of State.]

15-085 O - 83 - 2

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers

391-B-001	391-H-085	391-P-141
391-A-032	391-H-086	391-P-141A
391-H-039	391-H-087	391-P-141B
391-H-042	391-H-088	391-P-141C
391-H-045	391-H-090	391-P-141D
391-H-046	391-H-096	391-P-141E
391-H-052	391-H-102	391-P-141F
391-H-053	391-H-103	391-H-142
391-H-054	391-H-104	391-H-144
391-H-055	391-H-106	391-H-148
391-H-056	391-H-107	391-H-152
391-H-058	391-H-115	391-H-153
391-H-060	391-H-117	391-H-154
391-H-066	391-H-121	391-F-155
391-H-069	391-H-126	391-T-156
391-H-070	391-H-127	391-X-157
391-H-071	391-H-128	391-U-163
391-H-072	391-H-129	391-T-164
391-H-078	391-H-131	391-W-165
391-H-079	391-H-135	391-T-166
391-H-080	391-H-140	391-T-172
391-H-083	391-H-141A	391-U-173
391-H-084	391-H-141B	391-U-173A

PL-480

Agreements Dated:

August 3, 1967	September 21, 1972
December 26, 1967	September 10, 1973
May 16, 1968	November 23, 1974
July 3, 1969	August 7, 1975
October 3, 1969	December 29, 1976
January 10, 1970	December 22, 1977
November 25, 1970	January 24, 1979
March 18, 1972	March 25, 1980

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	81.7
PL-480	23.8
TOTAL	105.5

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	9.1
PL-480	2.6
TOTAL	11.7

* Data are rounded and subject to revision per Article III, Paragraph 3.

Annex D

MEMORANDUM OF UNDERSTANDING ON DEBT RELIEF FOR PAKISTAN

I PREAMBLE

1. Representatives of the Governments of Belgium, Canada, France, Federal Republic of Germany, Italy, Japan, the Netherlands, United Kingdom and United States of America, hereinafter referred to as "Participating Creditor Countries", met in Paris on January 13 and 14, 1981, with representatives of the Government of Pakistan in a special meeting of the Pakistan Consortium to examine the question of debt relief for Pakistan. Representatives of the World Bank and the International Monetary Fund, and observers of the Governments of Sweden and Switzerland, the Secretariat of the UNCTAD, and the Organization for Economic Cooperation and Development, also attended the meeting. The meeting, convened by the World Bank in its capacity as Chairman of the Pakistan Consortium, was chaired by Mr. Michel Camdessus of the French Ministry of the Economy.

2. The Pakistan Delegation outlined the reform program adopted by Pakistan, in the context of its recently-concluded Extended Fund Facility Agreement with the IMF, to address the structural problems of the economy and the case for debt rescheduling to support the implementation of this program. Statements by the representatives of the World Bank and IMF and by the observer of UNCTAD also drew attention to recent improvements in Pakistan's economic policies, the continued financial difficulties faced by the Government and the requirement for additional external financial assistance.

3. The representatives of the Governments of the participating creditor countries expressed their satisfaction with the economic reform program adopted by the Government of Pakistan and stressed the importance which they attach to the continuing and full implementation of the program.

II RECOMMENDATIONS

1. Mindful of the economic difficulties faced by Pakistan, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate governmental institutions that they provide, through rescheduling or refinancing, or any equivalent measures acceptable to the Government of Pakistan, debt relief for Pakistan's debt on the following terms:

Debts concerned

2. The debt service ("the debts") to which this reorganization will apply is that resulting from concessional loans - that is, loans having a grant element of 25% or more - from Governments or agencies of the participating creditor countries to the Government of Pakistan which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements.

Terms of the consolidation

3.a) 90% of the principal and interest of payments originally due from January 15, 1981 through July 14, 1982 (the "reorganization period") on the debts will be rescheduled or refinanced.

b) The repayment schedule (grace period and duration) and interest rate to be paid in respect of this reorganization will be determined bilaterally between the Government of Pakistan and the Government of each participating creditor country so as to reach in each case an overall grant element of 55%.

General Terms

4.a) The Government of Pakistan will promptly approach all other creditor countries with a view to negotiating rescheduling or refinancing arrangements or equivalent measures acceptable to the Government of Pakistan on comparable obligations and will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of such debts.

b) The participating creditor countries will deposit with the World Bank and will make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Pakistan which implements this Memorandum of Understanding. The Government of Pakistan achnowledges this arrangement.

c) Each of the participating creditor countries will promptly indicate to the World Bank the date of the signature of its bilateral agreement, the interest rates and repayment terms and the amounts of debts involved, and the Bank will circulate to the participating creditor countries the information so received. The Government of Pakistan acknowledges this arrangement.

d) The Government of Pakistan accepts the arrangements for debt relief described above and, subject to that relief, will ensure continuing payments upon all debt due to the participating creditor countries.

e) In eighteen months the participating creditor countries would be willing to consider, in the light of the prevailing circumstances, a request by the Government of Pakistan to meet again on the issue.

Implementation

5. The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Pakistan on the basis of the following principles :

a) The Government of each participating creditor country will :

- reschedule the payments on the debts due under existing payment schedules during the reorganization period with the above mentioned grant element, or

- refinance the debts due under existing payment schedules during the reorganization period by placing new funds at the disposal of Pakistan at the same time and to reach the above mentioned grant element, or

- adopt equivalent measures acceptable to the Government of Pakistan.

b) All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements.

c) The Governments of each of the participating countries and of the Government of Pakistan will initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris this 14th day
of January, 1981

On behalf of Participating
Creditor Countries

Mr. Michel Camdessus,
Chairman of the Special Meeting

On behalf of the Government
of Pakistan

Mr. Ejaz Ahmad Naik,
Secretary, Economic Affairs

As Chairman of the Consortium
The Representative of the World Bank

Mr. Michael H. Wiehen,
Director,
South Asia Regional Office

IMPLEMENTING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated August 18, 1981 by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Islamic Republic of Pakistan.

Whereas, the Government of the United States acting through A.I.D., has made certain loans to the Islamic Republic of Pakistan ("Pakistan");

Whereas, an understanding on consolidation and rescheduling of certain Pakistan debts was reached on January 14, 1981 ("Memorandum"), among representatives of certain nations, including the United States, and agreed to by the representative of Pakistan;

Whereas, the Government of the United States and the Government of Pakistan have agreed to rescheduling arrangements pursuant to an agreement regarding the consolidation and rescheduling of certain debts owed to the United States or A.I.D., dated the 10th of May, 1981 (the "Rescheduling Agreement"); and

Whereas the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Pakistan and the United States and A.I.D.;

Now therefore, the parties hereto agree as follows:

ARTICLE I.

Definitions

1. "Contracts" means those agreements which have maturities falling due during the Consolidation Period and which relate to loans having a grant element of 25 percent or more that were extended to the Government of Pakistan by the Agency for International Development, which loans had original maturities of more than one year and where extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements; such agreements are listed in Annex A.

2. "Debt" means the sum of principal and interest due and payable during the Consolidation Period with respect to the Contracts.

3. "Consolidated Debt" means ninety percent of the dollar amount of such Debt. "Non-consolidated Debt" means the remaining ten percent of such Debt.

4. "Consolidated Period" means the period from January 15, 1981 through July 14, 1982.

5. "Interest" means interest on Consolidated Debt due and payable in accordance with the terms of this Agreement, and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rate specified in Article II (1)(b) of this Agreement, which shall accrue on due but unpaid installments if Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

ARTICLE II.

Terms and Conditions of Payments

1. Pakistan agrees to repay to A.I.D. the Consolidated Debt as set forth in Annex B in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $82.1 million shall be repaid in twenty eight equal and successive semi-annual installments of approximately $2.9 million, plus Interest, commencing on January 1, 1992, with the final installment payable on July 1, 2005.

(b) The rate of Interest shall be 2.75 percent per calendar year on the outstanding balance of the Consolidated Debt and on any due and unpaid Interest accruing thereon. Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 1982.

2. Pakistan agrees to pay the Non-consolidated Debt as set forth in Annex B in accordance with the terms established in the Contracts.

ARTICLE III.

General Provisions

1. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms and conditions of the Contracts including, but not limited to, events of default and remedies upon default, remain in full force and effect.

2. To the extent that the Rescheduling Agreement is not superseded by this Agreement, it shall remain in full force and effect.

3. The payments provided for in this Agreement are subject to adjustment in accordance with the terms of the Rescheduling Agreement. In part, these adjustments may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with July 1, 1982, pursuant to the

83-585 O - 83 - 3

Rescheduling Agreement to reflect increased interest accrued and due during the Consolidation Period.

4. Except as A.I.D. may otherwise specify in writing, all payments made hereunder shall be in U.S. dollars and shall be made via electronic funds transfer to the Federal Reserve Bank, 33 Liberty Street, New York, N.Y. 10045.

5. The conditions precedent to the effectiveness of this Agreement are:

A. This Agreement shall enter into force when A.I.D. notifies the Government of the Islamic Republic of Pakistan in writing that domestic United States laws and regulations covering debt rescheduling have been complied with.[1]

B. This receipt by A.I.D., in form and substance satisfactory to A.I.D., of an opinion of the Ministry of Law and Parliamentary Affairs (Law Division) Government of Pakistan, to the effect that this Agreement has been duly authorized or ratified by and executed on behalf of Pakistan and that it constitutes a valid and legally binding obligation of Pakistan in accordance with all of its terms.

If, after sixty (60) days from the date hereof, or such later date as mutually agreed upon in writing, the above conditions precedent shall not have been fulfilled, this Agreement shall be null and void. A.I.D. shall notify Pakistan upon its determination that the conditions precedent have been fulfilled.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done at Islamabad, Pakistan, in duplicate, this 18th day of August 1981.

BRYANT GEORGE

FOR THE UNITED STATES OF AMERICA

M. LUTFULLAH

FOR THE ISLAMIC REPUBLIC OF PAKISTAN

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[1] Sept. 7, 1981. [Footnote added by the Department of State.]

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers

391-B-001
391-A-032
391-H-039
391-H-042
391-H-045
391-H-046
391-H-052
391-H-053
391-H-054
391-H-055
391-H-056
391-H-058
391-H-060
391-H-066
391-H-069
391-H-070
391-H-071
391-H-072
391-H-078
391-H-079
391-H-080
391-H-083
391-H-084
391-H-085
391-H-086
391-H-087
391-H-088
391-H-090
391-H-096
391-H-102
391-H-103
391-H-104
391-H-106
391-H-107
391-H-115
391-H-117
391-H-121
391-H-126
391-H-127
391-H-128
391-H-129
391-H-131
391-H-135
391-H-140
391-H-141A
391-H-141B
391-P-141
391-P-141A
391-P-141B
391-P-141C
391-P-141D
391-P-141E
391-P-141F
391-H-142
391-H-144
391-H-148
391-H-152
391-H-153
391-H-154
391-F-155
391-T-156
391-X-157
391-U-163
391-T-164
391-W-165
391-T-166
391-T-172
391-U-173
391-U-173A

PAKISTAN DEBT RESCHEDULING

Between 1-15-81 and 7-14-82

ANNEX B

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-D-071	3-15-81	303,308.81	57,614.95	360,923.76	272,977.93	51,853.46	324,831.39	30,330.88	5,761.50	36,092.38
	9-15-81	307,100.18	53,823.58	360,923.76	276,390.16	48,441.22	324,831.38	30,710.02	5,382.36	36,092.38
	3-15-82	310,938.93	49,984.83	360,923.76	279,845.04	44,986.35	324,831.39	31,093.89	4,998.48	36,092.37
	Total	921,347.92	161,423.36	1,082,771.28	829,213.13	145,281.03	974,494.16	92,134.79	16,142.34	108,277.13
391-A-032	7-6-81	45,081.06	38,815.79	83,896.85	40,577.95	34,934.21	75,507.16	4,508.11	3,881.58	8,389.69
	1-6-82	45,644.67	38,252.28	83,896.85	41,080.11	34,427.05	75,507.16	4,564.46	3,825.23	8,389.69
	7-6-82	46,216.13	37,681.72	83,896.85	41,593.62	33,913.55	75,507.17	4,621.51	3,768.17	8,389.68
	Total	136,940.76	114,749.79	251,690.55	123,246.68	103,274.81	226,521.49	13,694.08	11,474.98	25,169.06
391-H-039	6-14-81	1,448,468.79	232,825.09	1,681,293.88	1,303,621.91	209,542.58	1,513,164.49	144,846.88	23,282.51	168,129.39
	12-14-81	1,448,468.79	227,393.33	1,675,862.12	1,303,621.91	204,654.00	1,508,275.91	144,846.88	22,739.33	167,586.21
	6-14-82	1,448,468.79	221,861.57	1,670,330.36	1,303,621.91	199,765.41	1,503,387.32	144,846.88	22,196.16	167,043.04
	Total	4,345,406.37	682,079.99	5,027,486.36	3,910,865.73	613,961.99	4,524,827.72	434,540.64	68,218.00	502,758.64
391-H-042	5-1-81	298,440.24	50,361.79	348,802.03	268,596.22	45,325.61	313,921.83	29,844.02	5,036.18	34,880.20
	11-1-81	298,440.24	49,242.64	347,682.88	268,596.22	44,318.38	312,914.59	29,844.02	4,924.26	34,768.29
	5-1-82	298,440.24	48,123.49	346,563.73	268,596.21	43,311.14	311,907.36	29,844.02	4,812.35	34,656.37
	Total	895,320.72	147,727.92	1,043,048.64	805,788.65	132,955.13	938,743.78	89,532.07	14,772.79	104,304.86
391-H-045	4-1-81	339,340.38	60,751.82	400,092.10	305,406.25	54,676.64	360,082.89	33,934.03	6,075.18	40,009.21
	10-1-81	340,412.80	59,679.30	400,092.10	306,551.52	53,531.37	360,082.89	34,061.28	5,947.93	40,009.21
	4-1-82	341,690.10	58,402.00	400,092.10	307,701.09	52,381.80	360,082.89	34,189.01	5,820.20	40,009.21
	Total	1,021,843.18	178,833.12	1,200,276.30	919,658.86	160,589.81	1,080,248.67	102,184.32	17,843.31	120,027.63
391-H-046	4-29-81	634,877.16	113,411.15	748,288.64	571,389.44	102,070.33	673,459.77	63,487.72	11,341.15	74,828.87
	10-29-81	637,257.95	111,030.69	748,288.64	573,532.16	99,927.62	673,459.78	63,725.79	11,103.07	74,828.86
	4-29-82	639,547.67	108,740.97	748,288.64	575,592.90	97,866.87	673,459.77	63,954.77	10,874.10	74,828.87
	Total	1,911,782.78	333,182.81	2,244,865.92	1,720,604.50	299,774.82	2,020,379.32	191,178.28	33,308.32	224,486.60
Page Total		9,232,641.73	1,617,597.32	10,850,239.05	8,309,377.55	1,455,837.49	9,765,215.14	923,264.18	161,759.74	1,085,023.92

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
[illegible]	5-15-81	2,780.76	490.11	3,270.87	2,502.68	441.10	2,943.78	278.07	49.01	327.08
	11-15-81	2,780.76	479.68	3,260.44	2,502.69	431.71	2,934.40	278.08	47.97	326.05
	5-15-82	2,780.76	469.25	3,250.01	2,502.68	422.33	2,925.01	278.08	46.92	325.00
	Total	8,342.28	1,439.04	9,781.32	7,508.05	1,295.14	8,803.19	834.23	143.90	978.13
[illegible]	6-2-81	18,871.87	3,184.63	22,056.50	16,984.68	2,866.17	19,850.85	1,887.19	318.46	2,205.65
	12-2-81	18,871.87	3,113.86	21,985.73	16,984.69	2,802.47	19,787.16	1,887.18	311.39	2,198.57
	6-2-82	18,871.87	3,043.09	21,914.96	16,984.68	2,738.78	19,723.46	1,887.19	304.31	2,191.50
	Total	56,615.61	9,341.58	65,957.19	50,954.05	8,407.42	59,361.47	5,661.56	934.16	6,595.72
[illegible]	2-5-81	18,384.01	3,309.27	21,694.08	16,546.33	2,978.34	19,524.67	1,838.48	330.03	2,169.41
	8-5-81	18,384.81	3,240.32	21,625.13	16,546.33	2,916.29	19,462.62	1,838.48	324.03	2,162.51
	2-5-82	18,384.81	3,171.38	21,556.19	16,546.33	2,854.24	19,400.57	1,838.48	317.14	2,155.62
	Total	55,153.43	9,720.97	64,875.40	49,638.99	8,748.87	58,387.86	5,515.44	972.10	6,487.54
[illegible]	8-23-81	153,957.68	27,054.97	180,004.81	138,112.07	24,342.26	162,454.33	15,345.79	2,706.09	18,050.48
	9-23-81	153,461.86	26,467.46	179,929.34	138,112.08	23,824.33	161,936.41	15,345.78	2,647.16	17,992.94
	3-23-82	153,467.96	25,884.01	179,351.97	138,112.07	23,306.41	161,418.48	15,345.79	2,589.60	17,935.39
	Total	460,373.50	79,416.44	539,789.00	414,336.72	71,472.00	485,809.22	46,037.36	7,941.44	53,978.81
[illegible]	5-27-81	484,430.29	81,189.31	565,590.60	435,987.26	73,042.48	509,029.74	48,443.03	8,116.83	56,559.86
	11-27-81	484,430.29	79,341.70	563,771.99	435,987.26	71,407.53	507,394.79	48,443.03	7,934.17	56,377.20
	5-27-82	484,430.29	77,535.09	561,965.38	435,987.26	69,772.58	505,759.84	48,443.03	7,752.51	56,195.54
	Total	1,453,290.87	238,066.10	1,691,356.97	1,307,961.78	214,222.59	1,522,184.37	145,329.09	23,803.51	169,131.60
[illegible]	6-15-81	4,608.14	812.18	5,420.32	4,147.33	730.96	4,878.29	460.81	81.22	542.03
	12-15-81	4,608.14	794.90	5,403.04	4,147.33	715.41	4,862.74	460.81	79.49	540.30
	6-15-82	4,608.14	777.62	5,385.76	4,147.32	699.86	4,847.18	460.82	77.76	538.58
	Total	13,824.42	2,384.70	16,209.12	12,441.98	2,146.23	14,588.21	1,382.44	238.47	1,620.91
Page Total		2,047,601.19	340,325.83	2,387,927.02	1,842,887.87	306,293.25	2,149,134.32	204,760.12	34,032.58	238,792.70

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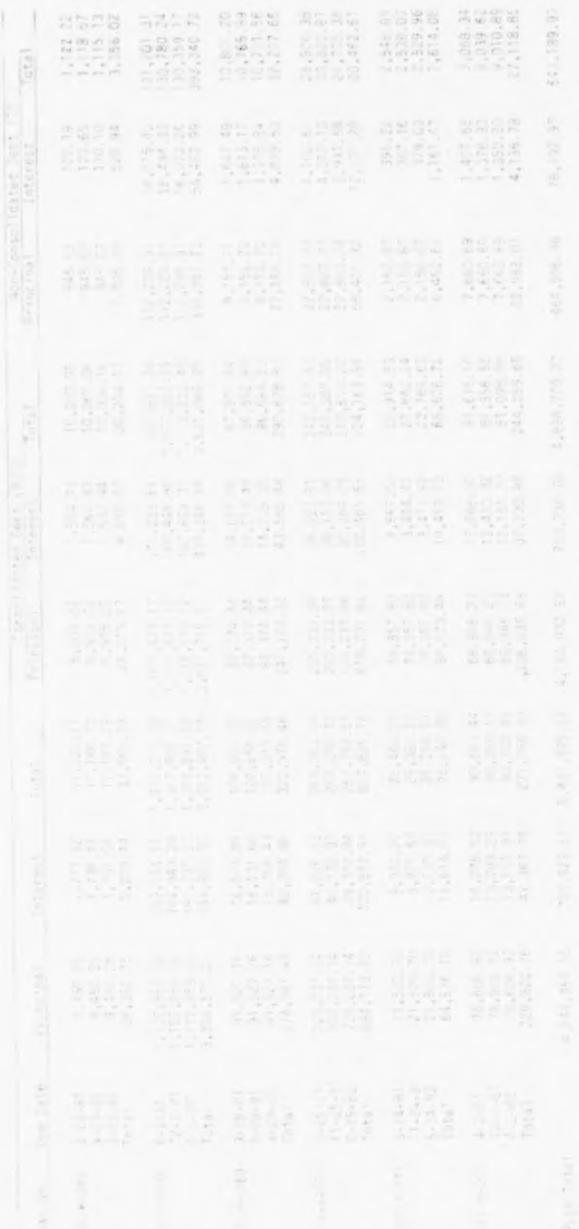

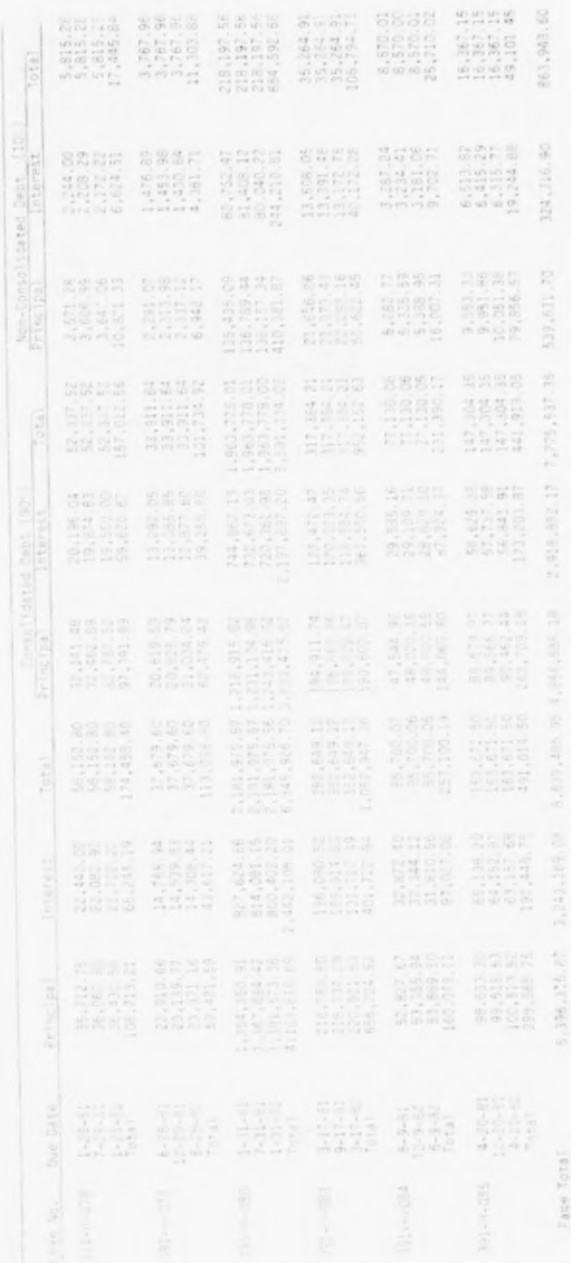

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-066	4-10-81	59,801.06	37,138.89	96,399.95	53,280.95	33,479.00	86,759.95	6,520.10	3,719.89	9,639.99
	11-10-81	59,791.07	36,608.88	96,399.95	53,813.76	32,946.19	86,759.95	5,979.31	3,660.69	9,639.00
	5-10-82	60,391.00	36,008.95	96,399.95	54,351.90	32,408.05	86,759.95	6,039.10	3,600.89	9,639.99
	Total	179,985.13	109,814.72	289,799.85	161,446.61	98,833.24	260,279.85	17,938.51	10,981.47	28,919.98
391-H-067	3-25-81	142,214.31	103,606.62	245,820.93	127,992.88	93,245.96	221,238.84	14,221.43	10,360.66	24,582.09
	9-25-81	143,636.46	102,184.47	245,820.93	129,272.81	91,966.03	221,238.83	14,363.65	10,218.45	24,582.10
	3-25-82	145,072.82	100,748.11	245,820.93	130,565.54	90,673.30	221,238.84	14,507.28	10,074.81	24,582.09
	Total	430,923.59	306,539.20	737,461.79	387,831.23	275,885.28	663,716.51	43,092.36	30,653.92	73,746.28
391-H-068	6-23-81	79,429.47	51,848.01	131,277.48	70,486.52	46,663.21	117,249.73	7,842.95	5,184.80	13,027.75
	12-23-81	79,213.77	51,063.71	130,277.48	71,292.39	45,957.34	117,249.73	7,921.38	5,106.37	13,027.75
	6-23-82	80,005.90	50,271.58	130,277.48	72,009.31	45,244.42	117,249.73	8,000.59	5,027.16	13,027.75
	Total	237,649.14	153,183.30	390,832.44	213,864.22	137,864.97	351,749.19	23,764.92	15,318.33	39,083.25
391-H-069	8-20-81	163,137.81	105,269.65	268,571.63	146,971.78	94,742.68	241,714.46	16,330.20	10,526.96	26,857.16
	12-20-81	164,938.00	103,636.61	268,571.61	148,441.50	93,272.97	241,714.47	16,493.50	10,363.66	26,857.16
	6-20-82	166,584.36	101,987.26	268,571.62	149,926.92	91,788.55	241,714.47	16,656.44	10,198.73	26,857.17
	Total	494,801.23	310,893.52	805,714.86	445,339.20	279,804.20	725,143.40	49,482.14	31,089.35	80,571.49
391-H-098	7-14-81	1,896,720.13	1,146,578.88	3,043,299.01	1,707,048.12	1,031,920.99	2,738,969.11	189,672.01	114,657.89	304,329.90
	1-14-82	1,919,687.34	1,127,611.68	3,043,299.02	1,724,119.61	1,014,850.51	2,738,969.12	191,568.73	112,761.17	304,329.90
	7-14-82	1,974,844.21	1,068,454.81	3,043,299.02	1,741,359.79	997,609.33	2,738,969.12	193,484.42	110,845.48	304,329.90
	Total	5,747,251.68	3,342,645.37	9,129,897.05	5,172,526.52	3,044,380.83	8,216,907.35	574,725.16	338,264.54	912,989.70
391-H-103	6-6-81	86,554.20	78,402.61	164,956.81	77,898.76	70,562.39	148,461.13	8,655.42	7,840.26	16,495.68
	12-6-81	87,636.13	77,320.68	164,956.81	78,872.52	69,588.61	148,461.13	8,763.61	7,732.07	16,495.68
	6-6-82	88,731.58	76,225.23	164,956.81	79,858.42	68,602.71	148,461.13	8,873.16	7,622.52	16,495.68
	Total	262,921.91	231,948.52	494,870.43	236,629.72	208,753.67	445,383.39	26,292.19	23,194.85	49,487.04
Page Total		7,352,959.78	4,495,024.67	11,847,977.45	6,617,657.50	4,045,522.18	10,663,179.68	735,295.28	449,502.46	1,184,797.74

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-103	1-24-81	6,573.66	6,444.03	13,017.69	5,916.29	5,799.63	11,715.92	657.37	644.40	1,301.77
	7-24-81	6,655.83	6,361.86	13,017.69	5,990.25	5,725.67	11,715.92	665.58	636.19	1,301.77
	1-24-82	6,739.03	6,278.66	13,017.69	6,065.13	5,650.79	11,715.92	673.90	627.87	1,301.77
	Total	19,968.52	19,084.55	39,053.07	17,971.67	17,176.09	35,147.76	1,996.85	1,908.46	3,905.31
391-H-104	3-13-81	32,523.73	29,526.31	62,050.04	29,271.36	26,573.68	55,845.04	3,252.37	2,952.63	6,205.00
	9-13-81	32,930.28	29,119.76	62,050.04	29,637.25	26,207.78	55,845.03	3,293.03	2,911.98	6,205.01
	3-13-82	33,341.91	28,708.13	62,050.04	30,007.72	25,837.32	55,845.04	3,334.19	2,870.81	6,205.00
	Total	98,795.92	87,354.20	186,150.12	88,916.33	78,618.78	167,535.11	9,879.59	8,735.42	18,615.01
391-H-106	3-13-81	58,454.41	54,461.21	112,915.62	52,608.97	49,015.09	101,624.06	5,845.44	5,446.12	11,291.56
	9-13-81	59,185.09	53,730.53	112,915.62	53,266.58	48,357.48	101,624.06	5,918.51	5,373.05	11,291.56
	3-13-82	59,924.91	52,990.71	112,915.62	53,932.42	47,691.64	101,624.06	5,992.49	5,299.07	11,291.56
	Total	177,564.41	161,182.45	338,746.86	159,807.97	145,064.21	304,872.18	17,756.44	16,118.24	33,874.68
391-H-107	3-20-81	72,248.58	67,313.04	139,561.62	65,023.72	60,581.74	125,605.46	7,224.86	6,731.30	13,956.16
	9-20-81	73,151.68	66,409.94	139,561.62	65,836.51	59,768.95	125,605.46	7,315.17	6,640.99	13,956.16
	3-20-82	74,066.08	65,495.54	139,561.62	66,659.47	58,945.99	125,605.46	7,406.61	6,549.55	13,956.16
	Total	219,466.34	199,218.52	418,684.86	197,519.70	179,296.68	376,816.38	21,946.64	19,921.84	41,868.48
391-H-115	2-5-81	607,885.79	548,890.76	1,156,776.55	547,097.21	494,001.68	1,041,098.89	60,788.58	54,889.08	115,677.66
	8-5-81	615,484.37	541,292.19	1,156,776.56	553,935.93	487,162.97	1,041,098.90	61,548.44	54,129.22	115,677.66
	2-5-82	623,177.92	533,598.63	1,156,776.55	560,860.13	480,238.77	1,041,098.90	62,317.79	53,359.86	115,677.65
	Total	1,846,548.08	1,623,781.58	3,470,329.66	1,661,893.27	1,461,403.42	3,123,296.69	184,654.81	162,378.16	347,032.97
391-H-117	5-15-81	863,244.31	782,947.66	1,646,191.97	776,919.88	704,652.89	1,481,572.77	86,324.43	78,294.77	164,619.20
	11-15-81	874,034.86	772,157.11	1,646,191.97	786,631.37	694,941.40	1,481,572.77	87,403.49	77,215.71	164,619.20
	5-15-82	884,960.30	761,231.67	1,646,191.97	796,464.27	685,108.50	1,481,572.77	88,496.03	76,123.17	164,619.20
	Total	2,622,239.47	2,316,336.44	4,938,575.91	2,360,015.52	2,084,702.79	4,444,718.31	262,223.95	231,633.65	493,857.60
Page Total		4,984,582.74	4,406,957.74	9,391,540.48	4,486,124.46	3,966,261.97	8,452,386.43	498,458.28	440,695.77	939,154.05

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-121	2-28-81	841,811.28	803,209.59	1,645,020.87	757,630.15	722,888.63	1,480,518.78	84,181.13	80,320.96	164,502.09
	8-28-81	852,333.92	792,686.95	1,645,020.87	767,100.53	713,418.26	1,480,518.79	85,233.39	79,268.69	164,502.08
	2-28-82	862,988.09	782,032.78	1,645,020.87	776,689.28	703,829.50	1,480,518.78	86,298.81	78,203.28	164,502.09
	Total	2,557,133.29	2,377,929.32	4,935,062.61	2,301,419.96	2,140,136.39	4,441,556.35	255,713.33	237,792.93	493,506.26
391-H-126	1-27-81	37,988.51	39,131.85	77,120.36	34,189.66	35,218.67	69,408.33	3,798.85	3,913.19	7,712.04
	7-27-81	37,463.37	38,656.99	77,120.36	34,617.03	34,791.29	69,408.32	3,846.34	3,865.70	7,712.04
	1-27-82	38,944.16	38,176.20	77,120.36	35,049.74	34,358.58	69,408.32	3,894.42	3,817.62	7,712.04
	Total	115,396.04	115,965.04	231,361.08	103,856.43	104,368.54	208,224.97	11,539.61	11,596.51	23,136.12
391-H-127	2-28-81	278,765.44	279,576.27	558,341.71	250,888.90	251,618.64	502,507.54	27,876.54	27,957.63	55,834.17
	8-28-81	282,250.01	276,091.70	558,341.71	254,025.01	248,482.53	502,507.54	28,225.00	27,609.17	55,834.17
	2-28-82	285,778.13	272,563.58	558,341.71	257,200.32	245,307.22	502,507.54	28,577.81	27,256.36	55,834.17
	Total	846,793.58	828,231.55	1,675,025.13	762,114.23	745,408.39	1,507,522.62	84,679.35	82,823.16	167,502.51
391-H-128	6-18-81	9,124.85	8,944.92	18,069.77	8,212.37	8,050.43	16,262.80	912.49	894.49	1,806.98
	12-18-81	9,238.91	8,830.86	18,069.77	8,315.02	7,947.77	16,262.79	923.89	883.09	1,806.98
	6-18-82	9,354.40	8,715.37	18,069.77	8,418.96	7,843.83	16,262.79	935.44	871.54	1,806.98
	Total	27,718.16	26,491.15	54,209.31	24,946.35	23,842.03	48,788.38	2,771.82	2,649.12	5,420.94
391-H-129	6-17-81	170,645.22	184,495.82	355,141.04	153,580.70	166,046.24	319,626.94	17,064.52	18,449.58	35,514.10
	12-17-81	172,778.28	182,362.75	355,141.03	155,500.45	164,126.48	319,626.93	17,277.83	18,236.27	35,514.10
	6-17-82	174,938.01	180,203.02	355,141.03	157,444.21	162,182.72	319,626.93	17,493.80	18,020.30	35,514.10
	Total	518,361.51	547,061.59	1,065,423.10	466,525.36	492,355.44	958,880.80	51,836.15	54,706.15	106,542.30
391-H-131	1-17-81	1,331,541.50	1,335,826.82	2,667,368.32	1,198,387.35	1,202,244.14	2,400,631.49	133,154.15	133,582.68	266,736.83
	7-17-81	1,348,185.77	1,319,182.55	2,667,368.32	1,213,367.19	1,187,264.30	2,400,631.49	134,818.58	131,918.26	266,736.84
	1-17-82	1,365,038.09	1,302,330.23	2,667,368.32	1,228,534.28	1,172,097.21	2,400,631.49	136,503.81	130,233.02	266,736.83
	Total	4,044,765.36	3,957,339.60	8,002,104.96	3,640,288.82	3,561,605.65	7,201,894.47	404,476.54	395,733.96	800,210.50
Page Total		8,110,167.94	7,853,018.25	15,963,186.19	7,299,151.15	7,067,716.44	14,366,867.59	811,016.80	785,301.83	1,596,318.63

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-135	3-28-81	23,614.67	24,325.41	47,940.08	21,253.20	21,892.87	43,146.07	2,361.47	2,432.54	4,794.01
	9-28-81	23,909.86	24,030.22	47,940.08	21,518.87	21,627.20	43,146.07	2,390.99	2,403.02	4,794.01
	3-28-82	24,208.73	23,731.35	47,940.08	21,787.86	21,358.22	43,146.08	2,420.87	2,373.13	4,794.00
	Total	71,733.26	72,086.98	143,820.24	64,559.93	64,878.29	129,438.22	7,173.33	7,208.69	14,382.02
391-H-140	3-8-81	706,524.16	955,335.34	1,661,859.50	635,871.74	859,801.81	1,495,673.55	70,652.42	95,533.53	166,185.95
	9-8-81	717,122.02	944,737.47	1,661,859.49	645,409.82	850,263.72	1,495,673.54	71,712.20	94,473.75	166,185.95
	3-8-82	727,876.85	933,930.64	1,661,859.49	655,089.17	840,582.55	1,495,673.55	72,787.68	93,348.06	166,185.94
	Total	2,151,525.03	2,834,063.45	4,985,578.48	1,936,372.53	2,550,648.11	4,487,020.64	215,152.30	283,415.34	498,567.84
391-H-141 A	4-20-81	-	17,500.00	17,500.00	-	15,750.00	15,750.00	-	1,750.00	1,750.00
	10-20-81	-	17,500.00	17,500.00	-	15,750.00	15,750.00	-	1,750.00	1,750.00
	4-20-82	17,738.07	17,500.00	35,238.07	15,964.26	15,750.00	31,714.26	1,773.81	1,750.00	3,523.81
	Total	17,738.07	52,500.00	70,238.07	15,964.26	47,250.00	63,214.26	1,773.81	5,250.00	7,023.81
391-H-141 B	5-10-81	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	11-10-81	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	5-10-82	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	Total	-	128,717.13	128,717.13	-	115,845.42	115,845.42	-	12,871.71	12,871.71
391-P-141	6-30-81	129,096.26	172,536.20	301,632.46	116,186.63	155,282.58	271,469.21	12,909.63	17,253.62	30,163.25
	12-30-81	131,032.70	170,599.76	301,632.46	117,929.43	153,539.78	271,469.21	13,103.27	17,059.97	30,163.24
	6-30-82	132,998.19	168,634.27	301,632.46	119,698.37	151,770.84	271,469.21	13,299.82	16,863.43	30,163.25
	Total	393,127.15	511,770.23	904,897.38	353,814.43	460,593.20	814,407.63	39,312.72	51,177.02	90,489.74
391-P-141 A	6-18-81	141,499.10	139,600.00	281,099.10	127,349.19	125,640.00	252,989.19	14,149.91	13,960.00	28,109.91
	12-18-81	143,621.59	207,277.51	350,899.10	129,259.43	186,549.76	315,809.19	14,362.16	20,727.75	35,089.91
	6-18-81	145,775.91	205,123.19	350,899.10	131,198.32	184,610.87	315,809.19	14,577.59	20,512.32	35,089.91
	Total	430,896.60	552,000.70	982,897.30	387,806.94	496,800.63	884,607.57	43,089.66	55,200.07	98,289.73
Page Total:		3,065,020.11	4,151,128.49	7,216,148.60	2,758,518.09	3,736,015.65	6,494,533.74	306,502.02	415,112.83	721,614.85

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-P-141 B	4-20-81	-	50,200.00	50,200.00	-	45,180.00	45,180.00	-	5,020.00	5,020.00
	10-20-81	-	50,200.00	50,200.00	-	45,180.00	45,180.00	-	5,020.00	5,020.00
	4-20-82	50,882.91	50,200.00	101,082.91	45,794.62	45,180.00	90,974.62	5,088.29	5,020.00	10,108.29
	Total	50,882.91	150,600.00	201,482.91	45,794.62	135,540.00	181,334.62	5,088.29	15,060.00	20,148.29
391-P-141 C	4-11-81	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	10-11-81	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	4-11-82	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	Total	-	166,851.66	166,851.66	-	150,166.50	150,166.50	-	16,685.16	16,685.16
391-P-141 D	3-15-81	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	9-15-81	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	3-15-82	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	Total	-	193,148.34	193,148.34	-	173,833.50	173,833.50	-	19,314.84	19,314.84
391-P-141 E	5-09-81	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	11-09-81	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	5-09-82	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	Total	-	65,982.63	65,982.63	-	59,384.37	59,384.37	-	6,598.26	6,598.26
391-P-141 F	5-19-81	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	11-19-81	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	5-19-82	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	Total	-	213,510.0	213,510.00	-	192,159.00	192,159.00	-	21,351.00	21,351.00
391-M-142	6-15-81	10,553.56	14,850.05	25,403.61	9,498.20	13,365.05	22,863.25	1,055.36	1,485.00	2,540.36
	12-15-81	10,711.86	14,691.75	25,403.61	9,640.67	13,222.58	22,863.25	1,071.19	1,469.17	2,540.36
	6-15-82	10,872.54	14,531.07	25,403.61	9,785.29	13,077.96	22,863.25	1,087.25	1,453.11	2,540.36
	Total	32,137.96	44,072.87	76,210.83	28,924.16	39,665.59	68,589.75	3,213.80	4,407.28	7,621.08
Page Total:		83,020.87	834,165.50	917,186.37	74,718.78	750,748.96	825,467.74	8,302.09	83,416.54	91,718.63

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-144	4-17-81	208,269.91	293,013.19	501,283.10	187,442.92	263,711.87	451,154.79	20,826.99	29,301.32	50,128.31
	10-17-81	211,393.96	289,889.15	501,283.11	190,254.56	260,900.24	451,154.80	21,139.40	28,988.92	50,128.32
	4-17-82	214,564.87	286,718.24	501,283.11	193,108.38	258,046.42	451,154.80	21,456.49	28,671.82	50,128.31
	Total	634,228.74	869,620.58	1,503,849.32	570,805.86	782,658.53	1,353,464.39	63,422.88	86,962.06	150,384.94
391-H-148	4-19-31	1,014,229.91	1,463,464.29	2,477,694.20	912,806.92	1,317,117.86	2,229,924.78	101,422.99	146,346.43	247,769.42
	10-19-81	1,029,443.36	1,448,250.84	2,477,694.20	926,499.02	1,303,425.76	2,229,924.78	102,944.34	144,825.08	247,769.42
	4-19-82	1,044,885.01	1,432,809.19	2,477,694.20	940,396.51	1,289,528.27	2,229,924.78	104,488.50	143,280.92	247,769.42
	Total	3,088,558.28	4,344,524.32	7,433,082.60	2,779,702.45	3,910,071.89	6,689,774.34	308,855.83	434,452.43	743,308.26
391-H-152	5-03-81	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	11-03-81	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	5-03-82	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	Total	-	1,795,484.43	1,795,484.43	-	1,615,935.99	1,615,935.99	-	179,548.44	179,548.44
391-H-153	5-22-81	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	11-22-81	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	5-22-82	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	Total	-	1,199,716.26	1,199,716.26	-	1,079,744.64	1,079,744.64	-	119,971.62	119,971.62
391-H-154	5-21-81	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	11-21-81	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	5-21-82	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	Total	-	600,000.00	600,000.00	-	540,000.00	540,000.00	-	60,000.00	60,000.00
391-F-155	2-11-81	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	8-11-81	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	2-11-82	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	Total	-	540,000.00	540,000.00	-	486,000.00	486,000.00	-	54,000.00	54,000.00
Page Total :		3,722,787.02	9,349,345.59	13,072,132.61	3,350,508.31	8,414,411.05	11,764,919.36	372,278.71	934,934.55	1,307,213.26

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-T-156	5-13-81	-	18,280.57	18,280.57	-	16,452.51	16,452.51	-	1,828.06	1,828.06
	*11-13-81	-	28,000.00	28,000.00	-	25,200.00	25,200.00	-	2,800.00	2,800.00
	* 5-13-82	-	37,000.00	37,000.00	-	33,300.00	33,300.00	-	3,700.00	3,700.00
	Total	-	83,280.57	83,280.57	-	74,952.51	74,952.51	-	8,328.06	8,328.06
391-X-157	7-9-81	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	1-9-82	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	7-9-82	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	Total	-	749,922.30	749,922.30	-	674,930.07	674,930.07	-	74,992.23	74,992.23
391-U-163	3-2-81	-	217,336.81	217,336.81	-	195,603.13	195,603.13	-	21,733.68	21,733.68
	*9-2-81	-	226,000.00	226,000.00	-	203,400.00	203,400.00	-	22,600.00	22,600.00
	*3-2-82	-	234,000.00	234,000.00	-	210,600.00	210,600.00	-	23,400.00	23,400.00
	Total	-	677,336.81	677,336.81	-	609,603.13	609,603.13	-	67,733.68	67,733.68
391-T-164	5-15-81	-	321,711.91	321,711.91	-	289,540.72	289,540.72	-	32,171.19	32,171.19
	*11-15-81	-	344,000.00	344,000.00	-	309,600.00	309,600.00	-	34,400.00	34,400.00
	* 5-15-82	-	381,000.00	381,000.00	-	342,900.00	342,900.00	-	38,100.00	38,100.00
	Total	-	1,046,711.91	1,046,711.91	-	942,040.72	942,040.72	-	104,671.19	104,671.19
391-W-165	4-18-81	-	10,299.72	10,299.72	-	9,269.75	9,269.75	-	1,029.97	1,029.97
	*10-18-81	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
	* 4-18-82	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
	Total	-	28,299.72	28,299.72	-	25,469.75	25,469.75	-	2,829.97	2,829.97
391-T-166	* 6- 1-81	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	*12- 1-81	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	* 6- 1-82	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	Total	-	2,676,000.00	2,676,000.00	-	2,408,400.00	2,408,400.00	-	267,600.00	267,600.00
Page Total		-	5,261,551.31	5,261,551.31	-	4,735,396.18	4,735,396.18	-	526,155.13	526,155.13

* = From Projection Report

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-T-172	4-26-81	-	42,637.26	42,637.26	-	38,373.53	38,373.53	-	4,263.73	4,263.73
	*10-26-81	-	31,000.00	31,000.00	-	27,900.00	27,900.00	-	3,100.00	3,100.00
	* 4-26-82	-	31,000.00	31,000.00	-	27,900.00	27,900.00	-	3,100.00	3,100.00
	Total	-	104,637.26	104,637.26	-	94,173.53	94,173.53	-	10,463.73	10,463.73
391-U-173	3-27-81	-	43,965.76	43,965.76	-	39,569.18	39,569.18	-	4,396.58	4,396.58
	*9-27-81	-	60,000.00	60,000.00	-	54,000.00	54,000.00	-	6,000.00	6,000.00
	*3-27-82	-	60,000.00	60,000.00	-	54,000.00	54,000.00	-	6,000.00	6,000.00
	Total	-	163,965.76	163,965.76	-	147,569.18	147,569.18	-	16,396.58	16,396.58
391-U-173A	E3-31-81	-	-	-	-	-	-	-	-	-
	E9-31-81	-	2,000.00	2,000.00	-	1,800.00	1,800.00	-	200.00	200.00
	E3-31-82	-	7,000.00	7,000.00	-	6,300.00	6,300.00	-	700.00	700.00
	Total	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
Page Total	1	9,232,641.73	1,617,597.32	10,850,239.05	8,309,377.55	1,455,837.59	9,765,215.14	923,264.18	161,759.74	1,085,023.92
	2	2,047,601.19	340,325.83	2,387,927.02	1,842,841.07	306,293.25	2,149,134.32	204,760.12	34,032.58	238,792.70
	3	4,649,969.55	781,929.67	5,431,899.22	4,184,972.57	703,736.70	4,888,709.27	464,996.96	78,192.97	543,189.93
	4	5,396,316.87	3,243,169.08	8,639,485.95	4,856,685.18	2,918,852.17	7,775,537.35	539,631.70	324,316.90	863,948.60
	5	7,352,952.78	4,495,024.67	11,847,977.45	6,617,657.50	4,045,522.19	10,663,179.69	735,295.28	449,502.46	1,184,797.74
	6	4,984,582.74	4,406,957.74	9,391,540.48	4,486,124.46	3,966,261.97	8,452,386.43	498,458.28	440,695.77	939,154.05
	7	8,110,167.94	7,853,018.25	15,963,186.19	7,299,151.15	7,067,716.44	14,366,867.59	811,016.80	785,301.83	1,596,318.63
	8	3,065,020.11	4,151,128.49	7,216,148.60	2,758,518.09	3,736,015.65	6,494,533.74	306,502.02	415,112.83	721,614.85
	9	83,020.87	834,165.50	917,186.37	74,718.78	750,748.96	825,467.74	8,302.09	83,416.54	91,718.63
	10	3,722,787.02	9,349,345.59	13,072,132.61	3,350,508.31	8,414,411.05	11,764,919.36	372,278.71	934,934.55	1,307,213.26
	11	-	5,261,551.31	5,261,551.31	-	4,735,396.18	4,735,396.18	-	526,155.13	526,155.13
	12	-	277,603.02	277,603.02	-	249,842.71	249,842.71	-	27,760.31	27,760.31
Grand Total:		48,645,060.80	42,611,816.47	91,256,877.27	43,780,554.66	38,350,634.86	82,131,189.52	4,864,506.14	4,261,181.61	9,125,687.75

Note: Slight differences due to rounding.
* = From Projection Report.
E = Estimates, no disbursements todate.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between the United States of America and The Islamic Republic of Pakistan identified in Annex A attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is also made to the Agreement Between The United States of America and the President of The Islamic Republic of Pakistan Regarding the Consolidation and Rescheduling of Certain Debts Owed to, The United States Government or Its Agencies signed in Islamabad, Pakistan on May 10, 1981, and to the Understanding reached by certain creditor nations of The Islamic Republic of Pakistan on January 14, 1981, and agreed to by The Islamic Republic of Pakistan, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated May 10, 1981, and the Understanding reached on January 14, 1981, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year and due January 15, 1981 through July 14, 1982, shall be repaid as follows:

(a) The amount of $23,769,358.05 which consists of 90 percent of the principal and interest payments due from January 15, 1981, through July 14, 1982, and listed in Annex A, referred to hereafter as the "Consolidated Debt" shall be repaid in twenty eight equal and successive semi-annual installments plus interest on January 1 and July 1, with the first payment due on January 1, 1992, and the last payment due on July 1, 2005, as shown in Annex B.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

(b) Interest on the outstanding balance of the Consolidated Debt shall accrue at the rate of 2.75 percent per annum beginning on the first day after due dates under the original agreements, and shall be due and payable beginning on July 1, 1982, and semi-annually thereafter on January 1 and July 1 with the last payment due on July 1, 2005, as shown in Annex B.

(c) Additional interest at the rate of 2.75 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annex B. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(3) The President of the Islamic Republic of Pakistan agrees to pay the Non-Consolidated Debt in United States dollars in accordance with the terms established in the Contracts.

(a) A table summarizing the amounts of Non-Consolidated Debt owed with respect to P.L.480 Agreements is attached hereto as Annex C.

(4) To the extent not amended herein, the terms and conditions of the P.L.480 Agreements shall remain in full force and effect.

(5) Done at Islamabad, Pakistan in duplicate the 27th day of September, 1981.

Alexander L. Rattray [1]
FOR THE UNITED STATES OF AMERICA

M. Lutfullah [2]
FOR THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

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[1] Alexander L. Rattray.
[2] M. Lutfullah.
[Footnotes added by the Department of State.]

TIAS 10240

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JANUARY 15, 1981, THROUGH JULY 14, 1982
UNDER PL 480 TITLE I AGREEMENTS
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
SHOWING THE CONSOLIDATED DEBT

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due Principal	Interest	Total	Consolidated Debt (90%)
09-21-72	(74)	02-24-81	$ - 0 -	$ 31,526.73	$ 31,526.73	$ 28,374.06
05-16-68	(69)	03-19-81	23,078.54	16,731.94	39,810.48	35,829.43
12-29-76	(77)	05-15-81	- 0 -	701,556.19	701,556.19	631,400.57
01-24-79	(79)	05-26-81	- 0 -	733,035.85	733,035.85	659,732.26
11-25-70	(72)	06-05-81	- 0 -	78,912.86	78,912.86	71,021.57
08-03-67	(68)	06-20-81	18,834.98	13,184.48	32,019.46	28,817.51
09-21-72	(73)	06-26-81	- 0 -	590,666.40	590,666.40	531,599.76
09-10-73	(75)	06-27-81	- 0 -	61,631.73	61,631.73	55,468.56
12-26-67	(68)	06-28-81	310,477.82	217,334.47	527,812.29	475,031.06
01-10-70	(70)	06-29-81	684,494.83	616,045.34	1,300,540.17	1,170,486.15
10-03-69	(70)	06-30-81	413,695.60	372,326.04	786,021.64	707,419.48
11-23-74	(75)	07-08-81	- 0 -	1,329,273.49	1,329,273.49	1,196,346.14
03-18-72	(72)	07-09-81	- 0 -	701,153.87	701,153.87	631,038.48
09-10-73	(74)	09-10-81	- 0 -	406,934.64	406,934.64	366,241.18
03-25-80	(80)	09-17-81	- 0 -	1,044,516.05	1,044,516.05	940,064.45
12-22-77	(78)	09-25-81	- 0 -	1,125,775.68	1,125,775.68	1,013,198.11
11-25-70	(71)	10-02-81	1,043,289.39	646,839.42	1,690,128.81	1,521,115.93
08-07-75	(76)	10-22-81	- 0 -	1,360,751.00	1,360,751.00	1,224,675.90
09-10-73	(73)	11-18-81	- 0 -	215,719.82	215,719.82	194,147.84
08-07-75	(75)	12-04-81	- 0 -	836,154.21	836,154.21	752,538.79
05-16-68	(68)	12-06-81	159,062.97	111,344.08	270,407.05	243,366.35
07-03-69	(69)	12-09-81	212,828.24	185,160.57	397,988.81	358,189.93
08-03-67	(67)	12-23-81	785,022.83	529,890.41	1,314,913.24	1,183,421.92
09-21-72	(72)	12-30-81	- 0 -	814,058.26	814,058.26	732,652.43

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due Principal	Amount Due Interest	Amount Due Total	Consolidated Debt (90%)
01-10-70	(69)	12-31-81	$ 313,821.28	$ 273,024.52	$ 586,845.80	$ 528,161.22
11-25-70	(70)	12-31-81	685,190.94	616,671.85	1,301,862.79	1,171,676.51
09-21-72	(74)	02-24-82	- 0 -	31,526.73	31,526.73	28,374.06
05-16-68	(69)	03-19-82	23,078.54	16,154.98	39,233.52	35,310.17
12-29-76	(77)	05-15-82	- 0 -	701,556.19	701,556.19	631,400.57
01-24-79	(79)	05-26-82	- 0 -	733,035.85	733,035.85	659,732.26
11-25-70	(72)	06-05-82	127,278.80	78,912.86	206,191.66	185,572.49
08-03-67	(68)	06-20-82	18,834.98	12,713.61	31,548.59	28,393.73
09-21-72	(73)	06-26-82	- 0 -	590,666.40	590,666.40	531,599.76
09-10-73	(75)	06-27-82	- 0 -	61,631.73	61,631.73	55,468.56
12-26-67	(68)	06-28-82	310,477.82	209,572.53	520,050.35	468,045.32
01-10-70	(70)	06-29-82	684,494.83	595,513.20	1,280,008.03	1,152,007.23
10-03-69	(70)	06-30-82	413,695.60	359,915.17	773,610.77	696,249.69
11-23-74	(75)	07-08-82	- 0 -	1,329,273.49	1,329,273.49	1,196,346.14
03-18-72	(72)	07-09-82	1,130,893.33	701,153.87	1,832,047.20	1,648,842.48
TOTAL			$7,358,551.32	$19,051,846.51	$26,410,397.83	$23,769,358.05

TIAS 1046

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS AGREEMENT
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
REPAYMENT SCHEDULE FOR THE CONSOLIDATED DEBT

Repayment Terms

Interest : 2.75% per annum
Principal: 28 semi-annual equal installments

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
07-01-82	$23,769,358.05	$ - 0 -	$ 359,868.36	$ 359,868.36
01-01-83	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-83	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-84	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-84	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-85	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-85	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-86	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-86	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-87	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-87	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-88	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-88	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-89	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-89	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-90	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-90	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-91	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-91	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-92	23,769,358.05	848,905.64	326,828.67	1,175,734.31
07-01-92	22,920,452.41	848,905.64	315,156.22	1,164,061.86
01-01-93	22,071,546.77	848,905.64	303,483.77	1,152,389.41
07-01-93	21,222,641.13	848,905.64	291,811.32	1,140,716.96
01-01-94	20,373,735.49	848,905.64	280,138.86	1,129,044.50
07-01-94	19,524,829.85	848,905.64	268,466.41	1,117,372.05
01-01-95	18,675,924.21	848,905.64	256,793.96	1,105,699.60
07-01-95	17,827,018.57	848,905.64	245,121.51	1,094,027.15
01-01-96	16,978,112.93	848,905.64	233,449.05	1,082,354.69
07-01-96	16,129,207.29	848,905.64	221,776.60	1,070,682.24
01-01-97	15,280,301.65	848,905.64	210,104.15	1,059,009.79
07-01-97	14,431,396.01	848,905.64	198,431.70	1,047,337.34
01-01-98	13,582,490.37	848,905.64	186,759.24	1,035,664.88
07-01-98	12,733,584.73	848,905.64	175,086.79	1,023,992.43
01-01-99	11,884,679.09	848,905.64	163,414.34	1,012,319.98
07-01-99	11,035,773.45	848,905.64	151,741.88	1,000,647.52
01-01-00	10,186,867.81	848,905.64	140,069.43	988,975.07
07-01-00	9,337,962.17	848,905.64	128,396.98	977,302.62
01-01-01	8,489,056.53	848,905.64	116,724.53	965,630.17
07-01-01	7,640,150.89	848,905.64	105,052.07	953,957.71
01-01-02	6,791,245.25	848,905.64	93,379.62	942,285.26
07-01-02	5,942,339.61	848,905.64	81,707.17	930,612.81
01-01-03	5,093,433.97	848,905.64	70,034.72	918,940.36
07-01-03	4,244,528.33	848,905.64	58,362.26	907,267.90
01-01-04	3,395,622.69	848,905.64	46,689.81	895,595.45
07-01-04	2,546,717.05	848,905.64	35,017.36	883,923.00
01-01-05	1,697,811.41	848,905.64	23,344.91	872,250.55
07-01-05	848,905.77	848,905.77	11,672.45	860,578.22
TOTAL		$23,769,358.05	$10,981,800.20	$34,751,158.25

ATTACHMENT TO
ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS AGREEMENT
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
INTEREST COMPUTATION FOR THE CONSOLIDATED DEBT

Amount Due	Payment Due Date	Number of Days	Interest at 2.75% to July 1, 1982
$ 28,374.06	02-24-81	492	$ 1,051.78
35,829.43	03-19-81	469	1,266.05
631,400.57	05-15-81	412	19,599.37
659,732.26	05-26-81	401	19,932.05
71,021.57	06-05-81	391	2,092.22
28,817.51	06-20-81	376	816.36
531,599.76	06-26-81	370	14,819.25
55,468.56	06-27-81	369	1,542.10
475,031.06	06-28-81	368	13,170.72
1,170,486.15	06-29-81	367	32,364.74
707,419.48	06-30-81	366	19,507.33
1,196,346.14	07-08-81	358	32,268.57
631,038.48	07-09-81	357	16,973.21
366,241.18	09-10-81	294	8,112.49
940,064.45	09-17-81	287	20,327.28
1,013,198.11	09-25-81	279	21,297.98
1,521,115.93	10-02-81	272	31,172.46
1,224,675.90	10-22-81	252	23,252.07
194,147.84	11-18-81	225	3,291.20
752,538.79	12-04-81	209	11,849.91
243,366.35	12-06-81	207	3,795.51
358,189.93	12-09-81	204	5,505.33
1,183,421.92	12-23-81	190	16,940.77
732,652.43	12-30-81	183	10,101.57
528,161.22	12-31-81	182	7,242.32
1,171,676.51	12-31-81	182	16,066.41
28,374.06	02-24-82	127	271.50
35,310.17	03-19-82	104	276.68
631,400.57	05-15-82	47	2,235.85
659,732.26	05-26-82	36	1,789.41
185,572.49	06-05-82	26	363.52
28,393.73	06-20-82	11	23.53
531,599.76	06-26-82	05	200.26
55,468.56	06-27-82	04	16.72
468,045.32	06-28-82	03	105.79
1,152,007.23	06-29-82	02	173.59
696,249.69	06-30-82	01	52.46
1,196,346.14	07-08-82	00	000.00
1,648,842.48	07-09-82	00	000.00
$23,769,358.05	TOTAL		$359,868.36

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
REPAYMENT SCHEDULE OF THE NON-CONSOLIDATED DEBT
UNDER TITLE I PL 480 AGREEMENTS
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due - Non-Consolidated Debt Principal	Interest	Total
09-21-72	(74)	02-24-81	$ - 0 -	$ 3,152.67	$ 3,152.67
05-16-68	(69)	03-19-81	2,307.85	1,673.20	3,981.05
12-29-76	(77)	05-15-81	- 0 -	70,155.62	70,155.62
01-24-79	(79)	05-26-81	- 0 -	73,303.59	73,303.59
11-25-70	(72)	06-05-81	- 0 -	7,891.29	7,891.29
08-03-67	(68)	06-20-81	1,883.50	1,318.45	3,201.95
09-21-72	(73)	06-26-81	- 0 -	59,066.64	59,066.64
09-10-73	(75)	06-27-81	- 0 -	6,163.17	6,163.17
12-26-67	(68)	06-28-81	31,047.78	21,733.45	52,781.23
01-10-70	(70)	06-29-81	68,449.48	61,604.54	130,054.02
10-03-69	(70)	06-30-81	41,369.56	37,232.60	78,602.16
11-23-74	(75)	07-08-81	- 0 -	132,927.35	132,927.35
03-18-72	(72)	07-09-81	- 0 -	70,115.39	70,115.39
09-10-73	(74)	09-10-81	- 0 -	40,693.46	40,693.46
03-25-80	(80)	09-17-81	- 0 -	104,451.60	104,451.60
12-22-77	(78)	09-25-81	- 0 -	112,577.57	112,577.57
11-25-70	(71)	10-02-81	104,328.94	64,683.94	169,012.88
08-07-75	(76)	10-22-81	- 0 -	136,075.10	136,075.10
09-10-73	(73)	11-18-81	- 0 -	21,571.98	21,571.98
08-07-75	(75)	12-04-81	- 0 -	83,615.42	83,615.42
05-16-68	(68)	12-06-81	15,906.29	11,134.41	27,040.70
07-03-69	(69)	12-09-81	21,282.82	18,516.06	39,798.88
08-03-67	(67)	12-23-81	78,502.28	52,989.04	131,491.32
09-21-72	(72)	12-30-81	- 0 -	81,405.83	81,405.83
01-10-70	(69)	12-31-81	31,382.13	27,302.45	58,684.58
11-25-70	(70)	12-31-81	68,519.09	61,667.19	130,186.28
09-21-72	(74)	02-24-82	- 0 -	3,152.67	3,152.67
05-16-68	(69)	03-19-82	2,307.85	1,615.50	3,923.35
12-29-76	(77)	05-15-82	- 0 -	70,155.62	70,155.62
01-24-79	(79)	05-26-82	- 0 -	73,303.59	73,303.59
11-25-70	(72)	06-05-82	12,727.88	7,891.29	20,619.17
08-03-67	(68)	06-20-82	1,883.50	1,271.36	3,154.86
09-21-72	(73)	06-26-82	- 0 -	59,066.64	59,066.64
09-10-73	(75)	06-27-82	- 0 -	6,163.17	6,163.17
12-26-67	(68)	06-28-82	31,047.78	20,957.25	52,005.03
01-10-70	(70)	06-29-82	68,449.48	59,551.32	128,000.80
10-03-69	(70)	06-30-82	41,369.56	35,991.52	77,361.08
11-23-74	(75)	07-08-82	- 0 -	132,927.35	132,927.35
03-18-72	(72)	07-09-82	113,089.33	70,115.39	183,204.72
TOTAL			$735,855.10	$1,905,184.68	$2,641,039.78

U.S. GOVERNMENT PRINTING OFFICE : 1983 O - 15-085

10257

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10257

DEFENSE ASSISTANCE

Articles and Services

Agreement Between the
UNITED STATES OF AMERICA
and SPAIN

Effected by Exchange of Notes
Dated at Madrid August 28 and 29, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SPAIN

Defense Assistance: Articles and Services

Agreement effected by exchange of notes
Dated at Madrid August 28 and 29, 1981;
Entered into force August 29, 1981.

The American Ambassador to the Spanish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 687

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the United States Military Assistance Program with Spain during the United States Fiscal Year 1981, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my Government, the following understandings reached as a consequence of the aforesaid discussions:

Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of September 26, 1953,[1] and as provided herein the United States shall grant to the Government of Spain defense articles and defense services of a value not to exceed $3.6 million during the United States Fiscal Year 1981. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended,[2] and applicable appropriations legislation.

The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject to, the United States laws referred to in paragraph 1, and such successor legislation as may be hereafter enacted.

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[1] TIAS 2849; 4 UST 1876.
[2] 75 Stat. 424; 22 UST § 2151.

Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Spain for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Spain as to which items or quantities thereof should be cancelled.

I have the honor to propose that this Note, together with your Excellency's Note confirming the acceptance of the Government of Spain of the foregoing understandings, shall constitute an agreement between our two Governments with respect to the United States Military Assistance Program for the United States Fiscal Year 1981, effective from the date of your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Terence A. Todman

Embassy of the United States of America,
Madrid, August 28, 1981

The Spanish Ministry of Foreign Affairs to the American Embassy

Ministerio
de
Asuntos Exteriores

Núm. 313/12

El Ministerio de Asuntos Exteriores saluda a la Embajada de los Estados Unidos en Madrid y tiene la honra de acusar recibo de su Nota número 687, de fecha de 28 de agosto de 1981, que traducida al español, dice lo siguiente:

"Excelencia,

Tengo la honra de referirme a las recientes discusiones entre representantes de nuestros dos Gobiernos relativas al Programa de Asistencia Militar de los Estados Unidos con España durante el Año Fiscal estadounidense de 1981, y a los efectos de las leyes de los Estados Unidos aplicables a la financiación de dichos programas por los Estados Unidos. Tengo asimismo la honra de confirmar, en nombre de mi Gobierno, los siguientes acuerdos a los que se ha llegado como consecuencia de dichas conversaciones:

Con arreglo a los términos y condiciones que figuran en el Convenio Relativo a la Ayuda para la Mutua Defensa de 26 de septiembre de 1953 y según lo dispuesto en la presente, los Estados Unidos concederán al Gobierno español material y servicios de defensa por un valor no superior a 3.6 millones de dólares durante el Año Fiscal estadounidense de 1981. El valor de dicho material y servicios de defensa será calculado por los Estados Unidos de conformidad con lo dispuesto en las correspondientes Leyes y Reglamentos de los Estados Unidos, incluída la "Foreign Assistance Act" de 1961, con sus enmiendas, y la legislación sobre asignaciones aplicable.

El material y servicios de defensa que se suministren con arreglo al presente Acuerdo serán suministrados de acuerdo y con arreglo a las Leyes de los Estados Unidos mencionadas en el párrafo 1, y a la Legislación sucesiva que pudiera posteriormente promulgarse.

La selección de material y servicios de defensa (a los cuales en la redacción inglesa se denomina en lo sucesivo "items" y que en la redacción española se continuarán denominando "material y servicios de defensa") que tengan que ser suministrados con arreglo al presente Acuerdo se llevará a cabo de tiempo en tiempo por el Departamento de Defensa de los Estados Unidos, tomando en consideración las solicitudes, si las hubiere, del Ministerio de Defensa del Gobierno de España para determinados material y servicios de defensa. El Departamento de Defensa de los Estados Unidos podrá cancelar el suministro de cualesquiera material o servicios de defensa, o una cuantía de los mismos, en cualquier momento y con el fin de reintegrar fondos bastantes para pagar cualesquiera incrementos netos en los costes para los Estados Unidos del conjunto del material y servicios de defensa seleccionados a partir de la cantidad en dólares especificada en el párrafo 1. Al efectuar dichos reintegros, el Departamento de Defensa de los Estados Unidos tendrá en cuenta los puntos de vista, si los hubiere, del Ministerio de Defensa del Gobierno español en lo que se refiera a cuales material y servicios de defensa, o a que cuantía de los mismos debieran ser cancelados.

Tengo la honra de proponer que la presente Nota, juntamente con la Nota de V.E. en la que se confirme la aceptación por el Gobierno de España de los acuerdos que anteceden, constituya un Acuerdo entre nuestros dos Gobiernos, en conexión con el Programa de Asistencia Militar de los Estados Unidos correspondiente al Año Fiscal de los Estados Unidos de 1981, con efectos a partir de la fecha de la Nota de respuesta de V.E.

Acepte, Excelencia, el renovado testimonio de mi más alta consideración".

El Ministerio de Asuntos Exteriores tiene la honra de comunicar a la Embajada de los Estados Unidos en Madrid que el Gobierno español acepta lo que se indica en la Nota de dicha Representación al tiempo que manifiesta su conformidad con el contenido de la misma.

El Ministerio de Asuntos Exteriores aprovecha esta ocasión para reiterar a la Embajada de los Estados Unidos en Madrid el testimonio de su más alta consideración.

Madrid, 29 de agosto de 1.981

MINISTERIO DE ASUNTOS EXTERIORES

A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA EN MADRID.-

TRANSLATION

Ministry of Foreign Affairs

No. 313/12

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States at Madrid and has the honor to acknowledge receipt of its note No. 687 of August 28, 1981, which, translated into Spanish, reads as follows.

[For the English language text, see pp. 2-3.]

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States at Madrid that the Spanish Government agrees to the terms of the Embassy's note.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States at Madrid the assurances of its highest consideration.

Madrid, August 29, 1981

[Initialed]

[SEAL]

Embassy of the United States
of America,
Madrid.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—16-341

10258

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10258

AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and CANADA

Amending the Agreement of
January 17, 1966, as Amended

Effected by Exchange of Notes
Signed at Ottawa August 10 and 28, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CANADA

Aviation: Transport Services

Agreement amending the agreement of January 17, 1966, as amended.
Effected by exchange of notes
Signed at Ottawa August 10 and 28, 1981;
Entered into force August 28, 1981.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 212 Ottawa, August 10, 1981.

Sir:

I have the honor to refer to consultations that have been held between representatives of the Government of Canada and of the Government of the United States of America on the Agreement on Air Transport signed at Ottawa on January 17, 1966, as amended,[1] and in particular on the question of air services between Ottawa and New York.

With a view to facilitating the prompt establishment of non-stop services between those two cities, the Government of the United States proposes that Schedule I of the Exchange of Notes of May 8, 1974 be amended to include a new route numbered A.3(b) to read: New York-Ottawa. The present A.3 route would be re-numbered A.3(a). In order to provide the opportunity for a Canadian-designated carrier to provide service between these two cities in the event that no United States carrier provides a minimum number of frequencies, the Government of the United States proposes that Schedule II of the same Exchange of Notes be amended to include a new route numbered C.7 to read: Ottawa-New York.

The Honorable
Mark MacGuigan,
Secretary of State
for External Affairs,
Ottawa.

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[1] TIAS 5972; 7824; 17 UST 201; 25 UST 748.

A minimum number of frequencies is defined as five non-stop, round-trip frequencies per week. Route C.7 of Schedule II would be open to service by a designated Canadian airline only if service at or above this minimum number is not inaugurated over Route A.3(b) of Schedule I by January 1, 1982 or if, thereafter, the frequency of service falls below that minimum for more than 60 days. The operation of a Canadian airline on Route C.7 will not prejudice the right of a United States airline to operate on Route A.3(b).

If the foregoing arrangement is acceptable to your Government, I propose that this Note, together with your affirmative reply, shall constitute an Agreement which shall enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith
Chargé d'Affaires ad interim

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs — Canada — Ministère des Affaires extérieures

No. ESS-2387 August 28, 1981

Excellency,

I have the honour to refer to your Note of August 10, 1981, signed by your Chargé d'Affaires a.i., proposing on behalf of the Government of the United States of America that the Air Transport Agreement between the Government of Canada and the Government of the United States of America of January 17, 1966, as amended by the Exchange of Notes of May 1974, be further amended in certain respects.

I have the honour to inform you that the proposals contained in your Note are acceptable to my Government and to confirm that your Note, together with this reply, which is authentic in English and French, shall constitute an agreement between our two Governments which shall enter into force on today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

Secretary of State
for External Affairs

His Excellency the Honourable Paul Heron Robinson Jr.,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

Department of External Affairs — Ministère des Affaires extérieures

Canada

No. ESS-2387 — 28 août 1981

Excellence,

J'ai l'honneur de me référer à votre Note du 10 août 1981, signée par votre Chargé d'Affaires a.i., proposant au nom du Gouvernement des Etats-Unis d'Amérique la modification à certains égards de l'Accord relatif aux transports aériens signé le 17 janvier 1966 entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique, tel que modifié par l'échange de Notes du 8 mai 1974.

J'ai l'honneur de vous informer que les propositions énoncées dans votre Note agréent au Gouvernement du Canada et de confirmer que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constituent un accord entre nos deux Gouvernements qui entrera en vigueur à compter de la date de ce jour.

Je vous prie d'agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'Etat
aux Affaires extérieures

Son Excellence l'Honorable Paul Heron Robinson Jr.,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—16-342

10259

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10259

CONSERVATION

Raccoon Dog Importation

Arrangement Between the
UNITED STATES OF AMERICA
and CANADA

Effected by Exchange of Letters
Signed at Ottawa and Washington
September 1 and 4, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CANADA

Conservation: Raccoon Dog Importation

Arrangement effected by exchange of letters
Signed at Ottawa and Washington September 1 and 4, 1981;
Entered into force September 4, 1981.

The Canadian Deputy Minister of the Environment to the Assistant Secretary for Fish and Wildlife and Parks, U.S. Department of the Interior

Deputy Minister
Environment Canada

Sous-ministre
Environnement Canada

Ottawa, Ontario
K1A 0H3

September 1, 1981

Mr. G. Ray Arnett
Assistant Secretary for
Fish and Wildlife and Parks
Department of the Interior
Washington, D.C. 20240
U.S.A.

Dear Mr. Arnett:

The Government of Canada considers that the importation of raccoon dogs Nyctereutes procyonoides, a species of wildlife not indigenous to North America, threatens an important element of wildlife species indigenous to Canada and the United States. The Government of Canada wishes to prohibit such importation into Canada and undertakes to use its best efforts under existing Canadian legal authority to effect such a prohibition if the appropriate authorities of the Government of the United States undertake similarly to use their best efforts under existing United States legal authority to effect prohibition of the importation of raccoon dogs into the United States.

I propose, therefore, that this letter and your reply, if you agree, form an arrangement under which the appropriate authorities in both jurisdictions undertake to institute proceedings necessary to effect such import prohibition. I propose further that the arrangement become effective on the date of your reply.

Yours sincerely,

J.B. Seaborn

Assistant Secretary for Fish and Wildlife and Parks, Department of the Interior, to the Canadian Deputy Minister of the Environment

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

September 4, 1981

Mr. J. B. Seaborn
Deputy Minister
Environment Canada
Ottawa, Ontario KIA OH3

Dear Mr. Seaborn:

I refer to your letter of September 1, 1981, proposing an arrangement relating to the importation of racoon dogs, Nyctereutes procyonoides.

I am pleased to inform you that the proposal set forth in your letter is acceptable. Consequently, I agree that your letter and this reply shall constitute an arrangement which shall be effective on the date of this reply.

Sincerely,

G. Ray Arnett
Assistant Secretary for
Fish and Wildlife and Parks

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—16-656

10262

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HEALTH

Agreement Between the UNITED STATES OF AMERICA and NIGERIA

Signed at Washington September 9, 1981

S 9.10:

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NIGERIA

Health

Agreement signed at Washington September 9, 1981;
Entered into force September 9, 1981.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA FOR COOPERATION IN THE FIELD OF HEALTH

The Government of the United States of America and the Government of the Federal Republic of Nigeria (hereinafter referred to as the Contracting Parties),

In keeping with the spirit of the Agreed Summary of Discussions of August 1980 between the respective United States of America - Nigeria health delegations and encouraged by the results of the first meeting of the United States of America - Nigeria Joint Task Force on Health Cooperation of February 1981,

HEREBY AFFIRM THEIR MUTUAL BELIEF IN:

- The importance of encouraging greater understanding between our two countries and the value of strengthening the special relationship that exists in the field of health;

- The advantages of international cooperation in advancing knowledge and in resolving common problems in health for the benefit of all mankind; and

- The importance of health in the development of a strong and vigorous nation, both socially and economically;

AND HAVE AGREED AS FOLLOWS:

ARTICLE I:

GENERAL UNDERSTANDING

(1) The Contracting Parties undertake to develop and extend cooperation in the field of health on the basis of equality and mutual benefit. Both Contracting Parties shall determine the scope of this cooperation through mechanisms and forms of collaboration discussed herein and utilize the experience gained through previous visits, exchanges and discussions.

(2) The Contracting Parties shall direct their joint efforts towards the solution of those health problems and issues of mutual interest where maximum benefit can be derived from cooperative efforts.

ARTICLE II:

AREAS OF COOPERATION

The priority areas of cooperation, which shall be carried out under this Agreement, shall inter alia include the following:

(1) Health Education of the Public, with the objective of developing an effective system and programme for health education in Nigeria;

(2) Health Information Systems, with the objective of providing information bases useful for multiple groups and purposes, including the delivery of health services, policy and programme planning, resources allocation, and health services research.

(3) Environmental and Occupational Health, with the objective of promoting and protecting the health of workers and the environment through the conduct of a situational analysis of the current state of occupational and environmental health in Nigeria and the provision of technical cooperation, including manpower development.

(4) Communicable Diseases, with particular emphasis on improving performance of the present Expanded Programme on Immunization which focuses on childhood immunizable diseases, strengthening communicable disease surveillance systems, and on the establishment of a maximum containment laboratory to further research efforts.

(5) Food and Drug Activities, with the objective of strengthening the regulatory, compliance and information systems of Nigeria's Food and Drugs Administration and Laboratory Services and developing appropriate manpower training programmes.

(6) Biomedical Research, with emphasis on nutrition and on endemic communicable diseases of Nigeria, with highest priority accorded to malaria, schistosomiasis, diarrheal diseases and the relationship between malnutrition and infection. Other diseases for research are hemoglobinopathies, oral and cardiovascular diseases, neurological disorders and cancer.

(7) Mental Health, Alcohol and Drug Abuse Activities, with the objective of developing effective models of prevention and treatment programmes in the areas of mental health, alcohol and drug abuse.

(8) Professional Education and Training, with the objective of enhancing biomedical research, medical, dental care, nursing, public health and mental health programmes in Nigeria.

ARTICLE III:

METHODS OF COOPERATION

The methods of cooperation shall inter alia include the following:

(1) Provision of technical cooperation by appropriate personnel of the United States Department of

Health and Human Services and by the staff of universities and other resources from non-governmental organizations in the United States of America.

(2) Facilitation of training for Nigerians by the United States side through identification of appropriate health institutions and provision of training opportunities; the fostering of relationships between United States and Nigerian health institutions; and the development of training programmes in Nigeria, including curriculum development activities.

(3) Exchange of information on research programmes and resources available in both countries in the biomedical sciences, mental health and other areas.

(4) Exchange of scientific personnel through fellowship programmes and short-term exchanges of experts.

(5) Collaborative research including joint development of protocols for cooperation.

ARTICLE IV:

IMPLEMENTATION OF AGREEMENT

(1) For the purpose of implementing this Agreement, the Government of the United States of America hereby designates the Department of Health and Human Services and the Government of the Federal Republic of Nigeria hereby designates the Federal Ministry of Health.

(2) Each Contracting Party reserves the right to re-designate at any time its agency for implementing this Agreement and shall inform in writing the other Contracting Party accordingly.

ARTICLE V:

ORGANIZATION

(1) The Contracting Parties shall establish a United States of America - Nigeria Joint Task Force on Health Cooperation with an equal number of members on each side.

(2) The United States side of the Joint Task Force shall be chaired by the Assistant Secretary for Health, Department of Health and Human Services, and the Nigerian side shall be chaired by the Permanent Secretary, Federal Ministry of Health, or officials designated by them.

(3) For each area of technical cooperation identified, the Contracting Parties shall designate a coordinator from their respective countries.

(4) The United States - Nigeria Joint Task Force on Health Cooperation shall be responsible for:

(a) Establishing policies and procedures mutually agreed upon for approving project proposals and implementation of the activities under this Agreement.

(b) Determining the technical cooperation activities to be implemented and selecting the individuals and organizations to carry out these activities.

(c) Reviewing and evaluating the effectiveness of the technical cooperation activities conducted under this Agreement.

ARTICLE VI:

SPECIFIC PROGRAMMES

Specific programmes directed towards achieving the broad objectives set forth above shall be described further in the minutes mutually agreed upon at the meetings of the United States of America - Nigeria Joint Task Force on Health Cooperation and in related documents. The organizations and/or key personnel selected to work on

projects under this Agreement shall be mutually agreed upon by the Department of Health and Human Services and the Federal Ministry of Health. Other areas of cooperation shall be agreed upon by the Joint Task Force.

ARTICLE VII:

PROJECT AGREEMENTS

(1) Each technical cooperation project shall have a separate agreement for services to be provided, subject to the general provisions of this Agreement. Such Agreements shall include a detailed scope of work, timetable for performance of activities, budgets specifying costs to be paid, and the responsibilities of each side.

(2) The Department of Health and Human Services and the Federal Ministry of Health shall designate a project officer for each project carried out under the Agreement.

ARTICLE VIII:

FINANCING

(1) Activities under this Agreement shall be subject to the applicable laws and regulations in each

country and financing of specific projects shall be determined by the mutual agreement of the Contracting Parties.

(2) The Contracting Parties agree that technical cooperation provided through this Agreement shall be on a reimbursable basis.

(a) Payments for services, in general, are to be borne by the benefiting side. In the case of short-term consultancies (up to 89 days), involving United States Government employees, no payment for salaries is required, but the receiving side is expected to provide for travel and daily costs. In the case of private consultants, in addition to travel and living expenses, the receiving side shall also pay a consultancy fee to be agreed upon in individual cases. The benefiting side will also pay for students placed in academic or attachment programmes except where other arrangements may be made, as in the case of fellowships and other courses.

(b) Invoices for technical services provided under this Agreement shall be submitted to the benefiting side and shall be paid within ninety (90) days of receipt of such invoices.

(3) The Contracting Parties agree that for collaborative research projects involving reciprocity of benefit, each country will pay its own expenses. The exchanges of scientists mutually agreed upon shall follow the rule whereby the sending country pays the international travel costs and the receiving country pays all in-country costs such as lodging, meals and in-country travel plus an agreed daily or monthly stipend to cover incidental expenses.

ARTICLE IX:

AMENDMENT

Any amendment to or revision of this Agreement shall be made in writing and shall come into force after approval has been given by both Contracting Parties.

ARTICLE X:

SETTLEMENT OF DISPUTES

The Contracting Parties shall endeavour to settle through negotiation and or diplomatic channels any misunderstanding or dispute concerning the interpretation or implementation of the provisions of this Agreement.

ARTICLE XI:

FORCE MAJEURE

If either Contracting Party is rendered unable because of force majeure to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of such inability. The term "force majeure" means acts of God, acts of public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the Contracting Parties.

ARTICLE XII:

ENTRY INTO FORCE, DURATION AND TERMINATION

(1) This Agreement shall enter into force upon the date of signature and shall remain valid for five years. Thereafter, the validity of this Agreement shall be renewed for an additional period to be mutually agreed upon in writing by the Contracting Parties at least six months prior to the expiry date.

(2) Either of the Contracting Parties shall terminate this Agreement by giving six months notice in writing to the other Contracting Party.

(3) At the termination of this Agreement, its provisions and the provisions of any separate protocols, contracts or agreements made in that respect shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder. Any such obligations or projects shall be carried on to completion.

DONE at Washington D.C. this 9th day of September, 1981 in two originals in the English language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

Vice President of the United States of America

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

[2]

Vice President of the Federal Republic of Nigeria

[1] George Bush.
[2] Alex Ekwueme.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—16-859

10264

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10264

ATOMIC ENERGY

Technical Cooperation and Nuclear Safety

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the INTERNATIONAL ATOMIC
ENERGY AGENCY

Signed at Vienna and Bethesda
May 29 and September 16, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

INTERNATIONAL ATOMIC ENERGY AGENCY

Atomic Energy: Technical Cooperation and Nuclear Safety

Memorandum of understanding signed at Vienna and Bethesda May 29 and September 16, 1981;
Entered into force September 16, 1981.

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:
PRIERE DE RAPPELER LA REFERENCE

MEMORANDUM OF UNDERSTANDING

1. The International Atomic Energy Agency (hereinafter the "Agency") undertakes to make available to developing countries among its Member States, within the framework of its Regular Programme of Technical Assistance or as executing Agency for the United Nations Development Programme, the services of technical co-operation experts in the various fields of the peaceful applications of atomic energy, including nuclear safety.

2. The United States Nuclear Regulatory Commission (hereinafter the "USNRC") has declared its willingness to make available to the Agency upon request qualified experts for the services mentioned under paragraph one above in the field of nuclear safety.

3. The exact nature of the services involved (description of duties, duration of the assignment, dates, duty station, etc.) will be subject in each case to the exchange of communications between the Agency and the USNRC. The financial conditions are set forth in paragraphs 6 and 7 below.

4. In line with existing procedures for the provision of experts in countries requesting technical assistance, any candidate nominated by the USNRC will have to be officially accepted (cleared) by the recipient Government.

5. The terms of this Memorandum of Understanding will apply in each specific case only after:

   a) an agreement has been reached between the Agency and the USNRC on the basis of the exchange of communications mentioned in paragraph three above; and

   b) the official acceptance (clearance) of the candidate by the recipient Government, as mentioned in paragraph four above, has been received by the Agency.

Now, therefore, the Agency and the USNRC agree as follows:

6. The USNRC will continue to pay the experts' salary, compensation and benefits and they shall not be entitled to any direct benefit,

payment, subsidy or compensation from the Agency arising out of, or in connection with, the performance of their services under this Memorandum of Understanding, with the exception of those indicated in paragraph 7 below.

7. The Agency will pay the experts' travel expenses from their place of residence to their duty station (via Vienna if required) by air economy class round trip (excursion fare whenever possible) as well as their daily subsistance allowance at UN rates for the duration of their assignment. They will be furthermore entitled to ten kilos excess accompanied baggage at Agency's expenses.

8. The experts will submit a written report to the Agency within thirty days of the completion of their assignment. Whenever necessary the experts may be requested by the Agency to pay short visits to the Agency in Vienna for briefing on their way to the duty station and/or for debriefing on their way back home (in which case their airtickets would be routed through Vienna accordingly, at Agency's expenses).

9. The experts will perform their services and regulate their conduct in accordance with such direction and instructions, which are consistent with their relationship with the Agency, as may be given them by, or on behalf of, the Director General of the Agency.

10. Consistent with the provisions of the Agency's Statute,[1] its Staff Rules and Regulations, the experts will refrain from disclosing any industrial secret or other confidential information made known to them by reasons of their performing the above services, except upon authorization by the Agency.

M. Schlosberg
Head, Experts Section
Division of Technical Assistance

for the
International Atomic Energy Agency

Place: Vienna, Austria

Date: 29 May 1981

William J. Dircks
Executive Director for Operations

for the
United States Nuclear Regulatory Commission

Place: Bethesda, Maryland

Date: September 16, 1981

(5)

[1] Done Oct. 26, 1956. TIAS 3873; 8 UST 1093.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—16-881

10267

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10267

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreements Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Amending the Agreement of
December 23, 1977, as Amended

Effected by Exchange of Notes
Signed at Washington August 13
and September 9, 1981

And Exchange of Letters
Signed at Washington November 25 and 27, 1981

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NOTE BY THE DEPARTMENT OF STATE

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For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

REPUBLIC OF KOREA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 23, 1977, as amended.
Effected by exchange of notes
Signed at Washington August 13 and September 9, 1981;
Entered into force September 9, 1981.
And exchange of letters
Signed at Washington November 25 and 27, 1981;
Entered into force November 27, 1981.

The Secretary of State to the Korean Appointed Ambassador

DEPARTMENT OF STATE
WASHINGTON

August 13, 1981

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Republic of Korea relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 23, 1977, as amended [1] (the Agreement) and to discussions between representatives of our two Governments held in Seoul February 26, 1981.

Pursuant to these discussions, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement be amended as follows:

1. In Annex B, the 1981 limit for Group I shall be 151,285,894 SYE.

2. In Annex B, the 1981 limit for category 443 shall be 26,704 dozen.

3. In Annex B, the 1981 sub-limit for category 433 shall be 12,743 dozen and the 1981 sub-limit for category 434 shall be 6,535 dozen.

His Excellency

Byong Hion Lew,

Appointed Ambassador of Korea.

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[1] TIAS 9039, 9350, 9566, 9758, 9844; 29 UST 3835; 30 UST 2510, 6541; 32 UST.

4. With respect to the use of the flexibility provisions of paragraphs 8 and 9 of the Agreement, the Republic of Korea undertakes the following for Agreement Year 1981 only:

a) to limit utilization of swing to one percentage point below that authorized in the Agreement in each of the following categories:

Category	Swing Available
333/4/5	6%
338/9	6%
340	6%
341	6%
347/8	6%
633/4/5	5%
638/9	5%
640 (dress)	5%
640 (other)	5%
641	5%
643	5%

b) to forego utilization of all carryover and carryforward for the Specific Limit categories listed in sub-paragraph a) hereof.

c) This paragraph shall not affect the flexibility provisions for Group II as provided for in the Agreement.

5. In view of the difficulties in reconciling the statistics of 1979 and 1980 trade in category 645/646, the Korean government shall reserve shipment in 1981

of 5 million SYE in this category, with adjustment to be made in 1982 in accordance with such investigation and reconciliation. Subject to this reservation, the quota level for 1981 for category 645/646 provided in the bilateral agreement shall be adhered to. In order to facilitate the transition from the temporary measures agreed to for 1980 trade, no flexibility shall be applied to this category in 1981. The Korean government shall, therefore, limit 1981 shipments to a level of 2,990,546 dozen.

6. During the remaining term of the Agreement, notwithstanding paragraphs 10 and 15 of the Agreement, polyethylene strips (currently classified in TSUSA 355.8210, category 627) shall not be subject to quantitative limits under the Agreement; and the Government of the United States of America maintains its rights under Article 3 of the Arrangement (as defined in the Agreement) with respect to these products. However, the Government of the Republic of Korea shall continue to issue visas for export of such products to the United States, and shall promptly, on a monthly basis, provide statistics on such visa issuance to the Government of the United States of America.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ernest Johnston

The Korean Appointed Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

September 9, 1981

His Excellency
Alexander M. Haig, Jr.
Secretary of State
Department of State
Washington, D.C.

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of August 13, 1981, proposing certain amendments to the Agreement between the Government of the Republic of Korea and the Government of the United States of America relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes, December 23, 1977, as amended.

I have further the honor to inform Your Excellency that the proposals set forth in your note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Government of the Republic of Korea that Your Excellency's Note and this note in reply thereto constitute and amendments to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Byong Hion Lew
Appointed Ambassador

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Korean Appointed Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

November 25, 1981

His Excellency
Byong Hion Lew
Appointed Ambassador of Korea
Embassy of the Republic of Korea
2370 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Excellency:

I refer to Paragraph 21 of the Agreement of December 23, 1977, (The Agreement), between the United States of America and the Republic of Korea relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with Annexes, as amended and corrected. I also refer to consultations on November 12-14, 1981 between representatives of our two Governments concerning exports from Korea to the United States of textile products.

On the basis of those consultations, I have the honor to propose on behalf of my Government the following:

(1) That the adjusted restraint level be increased by 350,000 dozen for Category 640 (Other Shirts) from 1,838,541 dozen to total 2,188,541 dozen for the 1981 Agreement Year only; this level includes all available flexibility (swing).

(2) That for the purpose of compensating for the increase of 350,000 dozen in 1981, amend Annex B of the Agreement to decrease the restraint level by 350,000 dozen for Category 640 (Dress Shirts) from 4,489,284 dozen to 4,139,284 dozen for the 1982 Agreement Year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Korean Ambassador to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

November 27, 1981

Mr. Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Kopp:

In response to your letter of November 25, 1981, concerning Paragraph 21 of the Agreement (The Agreement) relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products between the Government of the Republic of Korea and the Government of the United States of America, and on the basis of the consultations on November 12-14, 1981 between representatives of our two Governments on exports from Korea to the United States of textile products, I have the honor to inform you, on behalf of my Government, that the proposal in your letter is acceptable to my Government and to confirm that your letter and this letter shall constitute an amendment to the Agreement.

Sincerely,

Byong Hion Lew
Ambassador

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-17-160

10273

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10273

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Signed at Islamabad June 4, 1981

with

Minutes

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad June 4, 1981;
Entered into force June 4, 1981.
With minutes.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF PAKISTAN

FOR

SALES OF AGRICULTURAL COMMODITIES

Dated: June 4, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR SALE OF AGRICULTURAL COMMODITIES UNDER
PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Pakistan have agreed to the sale of the agricultural commodities specified below. The Agreement shall consist of the Preamble, Parts I and III of the PL 480 Title I Agreement of March 25, 1980,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Soybean/ Cottonseed Oil	1981	90,000	$50.0

Item II. Payment Terms (Convertible Local Currency Credit)

1. Initial Payment - Five (5) Percent

2. Currency Use Payment - None

3. Number of Installment Payments - Thirty-one (31)

4. Amount of Each Installment Payment - Approximately Equal Annual Amounts

5. Due Date of First Installment - Ten (10) Years After Date of Last Delivery of Commodities in Each Calendar Year

6. Initial Interest Rate - Two (2) Percent

7. Continuing Interest Rate - Three (3) Percent

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9782; 32 UST.
[Footnotes added by the Department of State.]

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1981	266,600 (of which at least 81,400 MT shall be imported from the U.S.A.)

Item IV. Export Limitations

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A.4. of the Agreement, the commodities which may not be exported are soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The self-help measures should be implemented to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to the following:

1. To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

   Benchmark: Incentive prices for non-traditional oilseed crops for the agriculture year 1981-82 will be announced before the sowing season. For all oilseed crops, including those promoted by the Ghee Corporation, the Government of Pakistan will prepare a report showing the farm gate price for the agriculture year 1980-81 and the changes occuring for the agric ulture year 1981-82.

2. To use the proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the planting, production, purchase, and processing of oilseed crops in order to meet demand over the long term.

   Benchmark: The Government of Pakistan will release sufficient funds from the sale's proceeds to the Ghee Corporation for a program to expand the planting, production, purchase, and processing of oilseed crops. This will be approximately Rs.25 million per year in Pakistan's fiscal years 1981-82 and 1982-83.

3. To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

   Benchmark: The consumer price of hydrogenated vegetable oil (vegetable ghee) produced during agricultural year 1980-81 was Rs.56.0 per 5 Kilograms. The Government of Pakistan will prepare a report which reviews the consumer price for hydrogenated vegetable oil (vegetable ghee) based on the total production costs and send it to the U.S. Government by November 30, 1981.

4. To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

   Benchmark:

   (A) The Government of Pakistan will present a report by November 30, 1981 which summarizes current expenditures for traditional and non-traditional oilseed research. The report will include details on current and proposed provincial allocations and expenditures. The allocation in the 1980-81 Budget will be the benchmark. Allocations in future Budgets (i.e. 1981-82) will show if additional resources are being provided.

(B) The Government of Pakistan will provide, from sales proceeds under the Agreement, a minimum of Rs.2 million per year in FY 81 and 82 to the Pakistan Agricultural Research Council for contractual research on oilseed production and processing. The details for these expenditures should be included in the report described in benchmark A.

5. To provide increased financial support to an oilseed production program for traditional and non-traditional oilseed crops, including funding of necessary support services and inputs, such as extension, fertilizer, insecticides, implements, and seeds.

Benchmark: The Ghee Corporation's program targetted 32,000 acres of new acreage for non-traditional oilseed crops in 1980-81. They achieved 30,000. The expanded program for 1981-82 has a target of 60,000 acres. The Government of Pakistan will make every effort to ensure that availability of seeds and other inputs will be sufficient to meet the increased target.

6. To review laws, regulations, policies, or controls which constrain private enterprenuers from investing in the production, processing and marketing of oilseeds.

Benchmark: The Government of Pakistan will establish an Oilseed Development Board which will consult with representatives of private trade and industry, to prepare a report by November 30, 1981 detailing incentives and other measures necessary to encourage private sector investment in the production, processing, and marketing of oilseeds.

7. To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

Benchmark:

(A) The Government of Pakistan will undertake appropriate price adjustments, to provide adequate incentives for increasing agricultural production and to coordinate pricing decisions for agriculture inputs and crops in order to offset any adverse effects of input price adjustments on producer incentives. A report will be submitted to the U.S. Government by November 30, 1981 which gives fertilizer prices and the price of wheat. The report will highlight changes in prices during the period July 1, 1980 until November 1, 1981.

(B) The Agricultural Prices Commission will analyze the cost of production as it relates to seed, fertilizer, water, insecticides, land, fuel and other related inputs to be used in making decisions about future support price levels for wheat. A report will be prepared on studies initiated and carried out during the course of the 1981-82 agricultural year.

(C) Federal and Provincial Governments will impose no restrictions in the transportation/movement, buying, selling and storage of wheat during the course of the Agreement except for restrictions on the movement of whole wheat grain by road needed to minimize the illegal movement of wheat across international borders. In the event the Government determines emergency conditions (as defined in the Title I Agreement of January, 1979) warrant temporary imposition of restrictions, the U.S. Government will be notified prior to the announcement.

8. To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

Benchmark:

Reports will be provided on a semi-annual basis for the following:

(A) The official offtake of wheat, which is not to exceed 3.277 million metric tons.

(B) The number of bogus cards eliminated during PFY 1980-81 and the number of cards existing at the end of PFY 1980-81.

9. To increase domestic storage capacity for wheat and to facilitate procurement operations at harvest time, additional wheat storage facilities will be built in Pakistan.

Benchmark: The Government of Pakistan will increase total storage capacity by 200,000 metric tons annually over the next two years.

C. Use of Sales Proceeds

1. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named "FY 1981 PL 480."

2. The Government of Pakistan agrees to consult the U.S Government prior to the allocation of funds to various projects from this special account. Releases from the special account to the projects will be made by the Government of Pakistan based on mutually agreed upon allocations.

3. Such sales proceeds may be used for the self-help measures set forth above and for increasing the production of oilseeds, modernizing oilseed processing facilities and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sectors as may be mutually agreed upon.

D. Reports and Reviews

1. By November 30, 1981, the Government of Pakistan agrees to provide a written report which will include but not be limited to:

   (A) Progress on implementing the self-help measures set out in item V(B) above.

   (B) A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in item V(B) above; and

   (C) A review of the levels of funding being released to carry out the self-help measures.

2. As long as balances remain in the Special Account established pursuant to Item V(C) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with Items V and VI of Part II of this Agreement. The first report will be submitted by November 30, 1981 and subsequent reports will be provided at six month intervals.

3. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursement and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and

to discuss such other matters as may be agreed. The first meeting will be held within three months of the final delivery of commodities financed under this Agreement.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used

A. The proceeds accruing to the Government of Pakistan from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sectors: agriculture, rural development, water resources, population, education, and health.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

The proposed use of proceeds will benefit directly the needy people of the importing country in the following ways:

1. The establishment of incentive level prices for oilseeds will raise the income of needy, small farmers who grow oilseed crops;

2. Financing the Ghee Corporation's program for oilseeds will reduce the risk for needy, small farmers who grow these crops;

3. Support of research on oilseeds will make these crops more attractive to needy small farmers as hardier and more productive varieties are developed. More efficient production also will benefit poor consumers;

4. Financial support of a larger oilseed production program will benefit directly the large number of needy farmers who already grow traditional oilseeds and will now begin to grow non-traditional oilseeds; and

5. Maintenance of the wheat research, production, storage, procurement and distribution program will benefit directly the needy people of Pakistan who grow and consume wheat by reducing risks and assuring a reliable supply at reasonable prices. Increased storage facilities are an integral part of a wheat program.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Islamabad in duplicate this 4th day of June 1981.

FOR THE GOVERNMENT OF PAKISTAN

By: _____

[SEAL]

Name: Ejaz A. Naik

Title: Secretary
Economic Affairs Division

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By: _____

[SEAL]

Name: Arthur W. Hummel, Jr.

Title: Ambassador of the United
States of America

MINUTES OF THE MEETING HELD APRIL 30, 1981,
MAY 5, 1981, and May 21, 1981 REGARDING THE
FISCAL YEAR 1981 PL 480 TITLE I AGREEMENT
OF JUNE 4, 1981

The following subjects were discussed at the meetings held between the U.S. Government and the Government of Pakistan representatives on the FY 1981 PL 480 Agreement on April 30, 1981, May 5, 1981 and May 21, 1981.

Special Instructions

The U.S. Government representatives gave copies of the PL 480 special instructions to the Government of Pakistan representatives (Attachment A). Together both parties read through and discussed this document. The Government of Pakistan was informed that these are the required operating instructions for all PL 480 agreements.

The Government of Pakistan asked for clarification of the Usual Marketing Requirements (page 3, No.7 of attachment A). The U.S. informed them that the importation period for the 1981 Agreement covered the period from October 1, 1980 to September 30, 1981 and that the UMR included all edible oils.

During the May 21 meeting, Government of Pakistan representative expressed concern that due to the lateness of negotiations they may not be able to meet the Usual Marketing Requirement (UMR) within the final quarter of US FY 1980-81. The Government of Pakistan negotiating team assured the United States representatives that any shortfall would be made up in the following year. The problem stemmed from the fact that the Government of Pakistan had authorized exceptionally large imports of vegetable oil during the first quarter of PFY 1980-81. (The Pakistan Fiscal Year runs from July 1 to June 30). Subsequent to the meeting, however, further examination of total imports, apart from PL 480 financed imports, and reasonable projection of expected imports, including unrestricted private sectors imports, revealed that the Government of Pakistan would be able to meet the UMR. In a letter dated May 24, 1981, Government of Pakistan representatives estimated that total imports should total 343,686, well above the UMR of 266,600. In the same letter US source imports are expected to total 65,138 MT or 16,262 MT short of the 81,400 MT specified in the Agreement. However, it is expected that an additional 16,000 MT of edible oil will be imported by the private sector by September 30, 1981. If the United States portion of the UMR is not met this year, Government of Pakistan representatives gave assurance that it would be made up in subsequent years.

General Discussion

The U.S. representatives focused special attention on the first two points of Attachment A which highlighted the U.S's chief concern in this and subsequent PL 480 negotiations. These two points are as follows:

1. The primary focus of the self-help measures has been shifted from encouraging wheat production to meeting Pakistan's continuing and increasing oilseeds problem, with the understanding that the policies which support wheat production will be maintained.

2. Future PL 480 Title I programs will be dependent on Pakistan's performance in undertaking credible and timely efforts to break the long run stagnant trend in oilseed production. If a credible and timely oilseed production program is launched, the U.S. Government will welcome the opportunity to discuss a "Food for Development" (Title III) program which would provide more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy.

Much of the discussion throughout the meetings centered on the Government of Pakistan's commitment to resolving the oilseed development problem in Pakistan. The Government of Pakistan representatives acknowledged the unsustainable rate of growth of oilseed imports. They also indicated a strong commitment to resolve local production problems (inferior seeds, abundance of pests, lack of farmer incentives, etc.) and promote a quality local oilseed program. The Government of Pakistan representatives cited a few of the constraints to the resolution of these problems. The primary constraint was the availability of money under Pakistan's budget and Annual Development Plans. The second constraint was the absorptive capacity of Pakistan's oilseed research institutions. The Government of Pakistan welcomed the U.S. effort to support and encourage their oilseed program. However, theyencouraged close association of the Agreement with efforts the GOP has undertaken to address the growing problem which they have already recognized.

The U.S. acknowledged the Government of Pakistan's desire to improve their oilseed production. However, it was pointed out that in the past several years the concern regarding oilseed development has not progressed past the study and planning stage. In recognition of the magnitude of the problem, and given the concern for future program, this agreement simply sets out measurable objectives which can be accomplished within the next year and objectives which will demonstrate a commitment by the Government of Pakistan to resolving these critical problems. Most of the self-help measures are taken from Pakistan's own studies and plans for oilseed development in Pakistan.

Item V. B.

The discussion then focused on specific self-help measures.

Self-Help Measure 1

To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

Benchmark: Incentive prices for non-traditional oilseed crops for the agriculture year 1981-82 will be announced before the sowing season. For oilseed crops, including those promoted by the Ghee Corporation, the Government of Pakistan will prepare a report showing the farm gate price for the agriculture year 1980-81 and the changes occuring for the agriculture year 1981-82.

Discussion: The Self-Help Measure was acceptable. The Government of Pakistan representatives, however, requested that the listing of hoped for incentive prices be reflected in these minutes since they have established an Agricultural Prices Commission which will be setting these prices. Although the Agricultural Prices Commission would consider these proposed prices, their recommendations would have to take into account a number of concerns. In the event that the Commission is not operational in time for the sowing season, the Government of Pakistan assured the U.S. representatives that appropriate revised prices would be announced.

The U.S. representatives agreed to place the expected percentage increases in prices of non-traditional oilseeds in the official minutes. The U.S. representatives stressed that the production program of the Ghee Corporation (GCP) required that official buyers for the GCP be authorized to offer incentive prices above those for 1980-81.

The prices for non-traditional oilseed crops specifically promoted by the Ghee Corporation of Pakistan for the agricultural year 1980-81 and the suggested 1981-82 incentive price increases are:

Crop	1980-81 Rs./Maund[1]	1981-82 Percentage Increase Recommended
Sunflower	110	12 - 14
Safflower	90	15 - 17
Soybean	100	10 - 12
Groundnuts	207	*

*(The Government of Pakistan will make concerted efforts to increase groundnut production and to release high yielding commercial varieties of seeds to farmers.)

1. See Page 9 [19].

Self-Help Measure 2

To use the proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the planting, production, purchase, and processing of oilseed crops in order to meet demand over the longterm.

Benchmark: The Government of Pakistan will release sufficient funds from the sales proceeds to the Ghee Corporation for a program to expand the planting, production, purchase, and processing of oilseed crops. This will be approximately Rs.25 million per year in Pakistan's fiscal year 1981-82 and 1982-83.

Discussion: The Government of Pakistan representatives questioned the relationship of the Benchmark for Self-Help Measure 2 to the normal budgetary process of the Pakistan Government and the ability of the Ghee Corporation to effectively utilize Rs.25 million in one year.

The U.S. representatives pointed out the Ghee Corporation's PC-1[2] has primary level approval by the Government of Pakistan and it calls for more than Rs.50 million to be allocated over a two year period. In addition, the PC-1 sets out specific plans for utilizing all of these funds in support of a growing oilseed unit.

The U.S. representatives continued to strongly support release of funds for this Ghee Corporation oilseed production program. This activity is the single clearly identified activity which can demonstrate field level action to increase production of non-traditional oilseeds.

Self-Help Measure 3

To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with the full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

Benchmark: The consumer price of hydrogenated vegetable oil (vegetable ghee) produced during agricultural year 1980-81 was Rs.56.0 per 5 Kilograms. The Government of Pakistan will prepare a report which reviews the consumer price for hydrogenated vegetable oil (vegetable ghee) based on the total production costs and send it to the U.S. Government by November 30, 1981.

2. See page 9 [T9].

Discussion: During discussion of this Self-Help Measure, the Government of Pakistan stated that the price of edible oil is not controlled. The above wording of the Self-Help Measure reflected this modification.

Self-Help Measure 4

To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

Benchmark:

(A) The Government of Pakistan will present a report by November 30, 1981 which summarizes current expenditures for traditional and non-traditional oilseed research. The report will include details on current and proposed provincial allocations and expenditures. The allocation in the 1980-81 Budget will be the benchmark. Allocations in future Budgets (i.e. 1981-82) will show if additional resources are being provided.

(B) The Government of Pakistan will provide from sales proceeds under the Agreement a minimum of Rs.2 million per year in PFY 81 and 82 to the Pakistan Agricultural Research Council for contractual research on oilseed production and processing. The details for these expenditures should be included in the report described in benchmark A.

Discussion: The Government of Pakistan was confident that the budget allocations for oilseed research would undoubtedly be more than that indicated in the Agreement. It was agreed that the Pakistan Agricultural Research Council will report quarterly on the use of these special research funds and forward copies of the report to the U.S. Government.

Self-Help Measure 5

To provide increased financial support to an oilseed production program for traditional and non-traditional oilseed crops, including funding of necessary support services and inputs, such as extension, fertilizer, insecticides, implements, and seeds.

Benchmark: The Ghee Corporation's program targetted 32,000 acres of new acreage for non-traditional oilseed crops in 1980-81. They achieved 30,000. The expanded program for 1981-82 has a target of 60,000 acres. The Government of Pakistan will make every effort to ensure that availability of seeds and other inputs will be sufficient to meet the increased target.

TIAS 10273

Discussion: The Government of Pakistan requested that the Benchmark reflect additional effort to increase oilseed acreage rather than a specific target.

The U.S. representatives indicated that the specified acreage target, 60,000 acres, was the Ghee Corporation's proposal.

Self-Help Measure 7

To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

Benchmark:

(A) The Government of Pakistan will undertake appropriate price adjustments to provide adequate incentives for increasing agricultural production and to coordinate pricing decisions for agriculture inputs and crops in order to offset any adverse effects of input price adjustments on producer incentives. A report will be submitted to the U.S. Government by November 30, 1981 which gives fertilizer prices and the price of wheat. The report will highlight changes in prices during the period July 1, 1980 until November 1, 1981.

(B) The Agricultural Prices Commission will analyze the cost of production as it relates to seed, fertilizer, water, insecticides, land, fuel, and other related inputs to be used in making decisions about future support price levels for wheat. A report will be prepared on studies initiated and carried out during the course of the 1981-82 agricultural year.

(C) Federal and Provincial Governments will impose no restrictions in the transportation/movement, buying, selling and storage of wheat during the course of the Agreement except for restrictions on the movement of whole wheat grain by road needed to minimize the illegal movement of wheat across international borders. In the event the Government determines emergency conditions (as defined in the Title I Agreement of January, 1979) warrant temporary imposition of restrictions, the U.S. Government will be notified prior to the announcement.

Discussion: It was agreed that given the recent establishment of the Agricultural Prices Commission many of the reports cited in Benchmark 7(B) will not be completed in the near term, however, this task clearly falls within the mandate of this newly created body.

Self-Help Measure 8

To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

Benchmark: Reports will be provided on a semi-annual basis for the following:

(A) The official offtake of wheat which should not exceed 3.277 million metric tons.

(B) The number of bogus cards eliminated during PFY 1980-81, and the number of cards existing at the end of PFY 1980-81.

Discussion: The Government of Pakistan wished to maintain the limit for the public sector offtake of wheat at 3.277 million metric tons although the actual public sector offtake for distribution through the ration shops has recently been closer to 2.3 million metric tons. It was agreed that official offtake would be limited to the higher figure.

The Government of Pakistan representatives stressed the diminishing role of the ration shops given the favorable supply for wheat. In addition, they stated that the Government of Pakistan is studying the option of expanded open market operations as the policy instrument to influence wheat prices.

Use of Sales Proceeds - Item V.C

The Government of Pakistan informed the U.S. representatives that all payments must be deposited into the Federal Consolidated Fund. However, it would be possible to maintain a special subsidiary account entitled "FY 1981 PL 480". This would allow for seperate monitoring. The U.S. representatives agreed.

It was mutually agreed to add "education" as an additional purpose for which the sales proceeds could be used.

Reports and Reviews - Item V.D.

The Government of Pakistan stated that meetings should be held as frequently as needed but should not be required more often than semi-annually.

The wording was changed to indicate meetings should be at least every six months.

The U.S. Government regards the reports specified in the Agreement as essential to the evaluation of the terms of this Agreement.

The Government of Pakistan was requested by the U.S. Government to nominate by June 30, 1981 an official who will obtain from various Pakistan organizations the information required in all of the agreements' reports. The Government of Pakistan representatives indicated that this task would be managed by the Joint Secretary, EAD. Economic Affairs Division will then be responsible for transmitting these reports to the U.S. Government.

The U.S. representatives will meet with this designated official prior to July 31, 1981 to work on designing report formats and establishing a schedule for the submission of all required reports.

Communication

For the purpose of this agreement, communication will be through the Secretary or the Joint Secretary or the Deputy Secretary of the Economic Affairs Division for the Government of Pakistan and through the United States Agricultural Attache and the Mission Director, Agency for International Development Pakistan for the U.S. Government.

Attendance

The lists of attendees for the meetings are attached.[1]

FOR THE GOVERNMENT OF PAKISTAN

By: _____

Name: Ejaz A. Naik

Title: Secretary
Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____

Name: Arthur W. Hummel Jr.

Title: Ambassador of the United States of America

[1] Not printed. [Footnote added by the Department of State.]

Definition of Terms

Rupee - $1.U.S. = 9.90 Pakistan Rupees

Maund - 82.286 lbs.

PC-1 - a Government of Pakistan funding document equivalent to an A.I.D. project paper.

Attachment A

P.L. 480 Title I FY 1981 Agreement
Items to be Brought to the Attention
of the Government of Pakistan

Before listing the items we have been instructed to bring to the attention of the Government of Pakistan, we believe it would be helpful to list the major changes incorporated in this Agreement as opposed to previous P.L. 480 Title I Agreements. These are:

1. The primary focus of the self-help measures has been shifted from encouraging wheat production to meeting Pakistan's continuing and increasing oilseeds problem, with the understanding that advances in wheat production will be maintained.

2. Future P.L. 480 Title I programs will be dependent on Pakistan's performance in undertaking credible and timely efforts to break the long run stagnant trend in oilseed production. If a credible and timely oilseed production program is launched, the U. S. Government will welcome the opportunity to discuss a "Food for Development" (Title III) program which would provide more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy.

3. The rupee proceeds from the sale of commodities provided under this Agreement will be deposited into a Special Account to be used for mutually agreed development activities in accordance with Part II Item V. C. and Item VI. A. of the Agreement.

Following is a list of items that the U.S. Government wishes to bring to the attention of the Government of Pakistan.

1. Agreement

The proposed Agreement will consist of: (a) Preamble, incorporating by reference the Preamble, Part I (containing general provisions) and Part III (containing the final provisions) of the Title I Agreement signed March 25, 1980; and (b) Part II showing the particular provisions of the proposed Agreement.

2. Financial Terms

The financing, as set forth in Part II, Item II of the proposed Agreement, provides for $50.0 million under convertible local currency credit terms of forty (40) years credit, including a ten (10) year grace period, with an interest rate of two (2) percent during the grace period and three (3) percent thereafter. The terms also provide for an initial payment of five (5) percent and no currency use payment.

3. Commodity Composition

The proposed commodity composition, as shown in Part II, Item I, provides for 90,000 metric tons (MT) of soybean/cottonseed oil.

The U.S. Government is unable to fulfill the GOP's request for up to 210,000 MT of vegetable oil under an FY 1981 Title I Program. Severe budget limitations have reduced total PL 480 funding availability for Title I programs. The USG is able to supply only 90,000 MT of soybean/cottonseed oil in FY 1981.

4. The export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values covered in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed will be limited to those specified in Part II.

5. U.S. sales opportunities in the commercial markets for agricultural commodities should be on an equal footing with other commodities. Any policies that may impede fair U.S. participation in these markets should be identified and corrected. The U.S. should be advised of any agricultural export opportunities.

6. After USDA issues the purchase authorizations, and as soon as commodities are purchased and vessels booked, the GOP should promptly open Letters of Credit for both commodities and freight.

7. **Usual Marketing Requirements (UMR's)**

Part II, Item III of the draft Title I Program provides for the Usual Marketing Requirement (UMR) in fiscal year 1981 of 266,600 MT of edible vegetable oil and/or oil seeds (oil equivalent basis) of which at least 81,400 MT should be imported from the USA.

8. Export Limitations

The export limitations shown under Item IV (A) and (B) of Part II of the enclosure are the same as for the FY 1980 Title I Agreement signed on March 25, 1980.

9. Self-Help Measures and Use of Proceeds

(A) The FY 1981 self-help measures reaffirm the USG's interest in sustaining Pakistan's wheat production gains and in seriously addressing the problem of oilseed production. Concessional financing under PL 480 may be jeopardized in the future if no credible and timely effort is made to break the long run stagnant trend in oilseed production. Governing legislation prohibits the financing of PL 480 commodities in situations where the import of such commodities may constitute a significant disincentive to domestic production.

(B) If a credible and timely oilseed program is launched, the USG will welcome the opportunity to discuss a more comprehensive "Food for Development" program which would have the advantages of assuring agreed levels of supplies on more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy. Such discussion will take place whenever the record of commitment and action to solving the oilseed production - consumption problems can be demonstrated perhaps as early as FY 1982 or FY 1983.

(C) It is the intention of the USG to support the GOP in its efforts to improve its oilseed supply and demand situation, in keeping with the GOP's recent undertaking with the IMF.

(D) Any future PL 480 programming will be dependent on GOP performance and the submission of a complete report on the action and progress taken in the implementation of these self-help measures.

(E) In accordance with items V and VI of Part II: (1) there must be specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture, and (2) priority will be given in the use of sales proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their country.

10. Operational Considerations

(A) Purchase Authorizations will be issued under the Agreement only after the Secretary of Agriculture has determined that: (1) adequate storage facilities are available in the recipient country at the time of export so as to prevent the spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production.

(B) Purchases of food commodities under the Agreement must be made on the basis of Invitations For Bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB must be consistent with open, competitive, and responsive bid procedures.

(C) The terms of all IFBs (including IFBs for ocean freight) must be approved by the General Sales Manager/USDA prior to issuance.

(D) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the Agreement.

(E) (1) If the Pakistan Government nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the Agreement the GOP must notify the General Sales Manager/USDA in writing of such nomination and provide, along with the notification, a copy of the proposed

agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's Office in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

(2) Arrangements must be made by the GOP to relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the Agreement, including: (a) commodity specifications; (b) contracting and delivery periods; (c) names and addresses of U.S. and foreign banks handling transactions letters of credit for commodity and freight; and (d) authority to request and sign purchase authorizations and other necessary documents; (e) complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable); and (f) instructions to contact Program Operations Division, Office of the General Sales Manager, USDA regarding the foregoing.

(3) Commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight supplier are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(4) Delays in opening letters of credit and settlement of the final ten (10) percent of freight will also result in higher commodity prices and freight rates. The GOP should therefore assure that appropriate measures will be taken to ensure that operable letters of credit for both commodities and freight will be opened, and confirmed by designated U.S. banks, immediately after contracting under each Purchase Authorization is concluded, and before vessels arrive at loading ports. With particular regard to ocean freight, the GOP should be aware that letters of credit for one hundred (100) percent of ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to vessel's presentation for loading.

11. Reporting Requirements

Reporting is an essential part of the PL 480 Title I Program. Submission of timely reports on compliance, arrival and shipping information (ADP sheets) Article III (D), Self-Help (Article III (C)), and use of sales proceeds (Article III (F)), are required under the provisions of the Agreement. Also, see Item V. D. of the Agreement.

12. Identification and Publicity

Part I Article II (1) of the Title I Agreement provides that Government of Pakistan shall undertake such measures, as may be mutually agreed, prior to the delivery of commodities, for the identification and publicity of commodities to be received.

U.S. GOVERNMENT PRINTING O—18-478

10277

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10277

ECONOMIC ASSISTANCE

Irrigation Management Systems

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo September 22, 1981

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S 9.10:

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EGYPT

Economic Assistance: Irrigation Management Systems

Agreement signed at Cairo September 22, 1981;
Entered into force September 22, 1981.

A.I.D. Project Number 263-0132

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR THE
IRRIGATION MANAGEMENT SYSTEMS

Dated: SEPTEMBER 22, 1981

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Annex 1 PROJECT DESCRIPTION

[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265. [Footnote added by the Department of State.]

A.I.D. Project No. 263-0132

PROJECT GRANT AGREEMENT DATED SEP 22, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of technical and capital assistance for the improvement of the medium and small structures of the Nile River Irrigation System in the old lands of Egypt and for the development of the institutional capacity of the Ministry of Irrigation to plan for and develop improved systems of water control and management. The Project includes the financing of technical advisory services, commodities, training, evaluation and other costs. In addition, it will finance the construction of replacement structures in the irrigation system which are over age and beyond their span of useful life.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assist-

ance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement an amount not to exceed Thirty-Eight Million United States ("U.S.") Dollars ($38,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the Egyptian Pounds equivalent to Twenty Million One Hundred Thirty-Four Thousand U.S. Dollars ($20,134,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project over its lifetime will be not less than One Hundred Sixty-Two Million Four Hundred Thousand Egyptian Pounds (L.E. 162,400,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 31, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D., or any bank described in Section 7.1, no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement,

[1] 75 Stat. 424; 22 U.S.C. § 2151. [Footnote added by the Department of State.]

except with respect to goods and services to be procured directly by A.I.D., the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Additional Disbursements. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the purpose of reimbursing structure replacement (SR), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Assurance that all structure replacement initiated in Directorates for which A.I.D. funding will be sought, will be adequately funded in advance by the Grantee;

(b) Evidence of criteria indicating that Project funding will meet the highest priority needs for improved water control consistent with reasonable costs; and

(c) Assurance that the Grantee will use standard Government of Egypt procurement procedures and Government of Egypt standard building designs and specifications for the procurement and construction of all replacement structures.

SECTION 4.3. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within sixty (60) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Section 4.2 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and,

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Structural Requirements. The Grantee agrees to survey annually structural requirements in accordance with criteria agreed upon by A.I.D. to ensure that work is undertaken to meet the highest priority needs for improved water control consistent with reasonable cost.

SECTION 5.3. Staffing Patterns and Recruitment Efforts. The Grantee agrees to analyze annually staffing patterns and recruitment efforts to ensure availability and deployment of personnel to the highest priority needs within the Ministry of Irrigation.

SECTION 5.4. Manpower and Training Program. The Grantee agrees to expeditiously institute a manpower and training program, with an appointed Director who will, as part of his duties, select and present for review by the Ministry of Irrigation (MOI) Coordinating Committee not later than December 1, 1981, a list of individuals needed to conduct short training courses. The Grantee further agrees to make such selected individuals available for necessary training, including overseas training, for Project purposes.

SECTION 5.5. Incentive Payments. The Grantee agrees that it shall establish special fund, using funds other than those provided by A.I.D., to pay incentives to Grantee employees on the Project staff based on performance. The Grantee shall specify the levels of incentives to be paid to each class of employees and shall assure that sufficient funds will be made available to pay all employees eligible for such payment at the specified rates.

SECTION 5.6. Budget Requests. The Grantee agrees in its annual budget requests to include sufficient funds to adopt and apply the upgraded planning and execution system for operations and maintenance.

SECTION 5.7. Deferred Structural Replacement. The Grantee agrees to take the necessary reasonable steps in accordance with budget processes to assure that deferred structural replacement of non-major structures will be substantially eliminated by 1990.

SECTION 5.8. Structural Replacement. The Grantee agrees that, prior to the first disbursement by A.I.D. during each Egyptian Fiscal Year, the Grantee and A.I.D. will agree on the maximum amount of A.I.D. reimbursement for structure replacement for that Fiscal Year.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided by the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in The Arab Republic of Egypt ("Local Currency Costs").

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting docu-

mentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into The Arab Republic of Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Minister of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

TO THE IMPLEMENTING ORGANIZATIONS:

Ministry of Irrigation
Kasr El Eini Street
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding

or acting in the office of the Minister of State for Economy, the Senior Undersecretary of State for Economic Cooperation with U.S.A., and/or Minister of Irrigation, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By: A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title: *Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON JR.

Name: Alfred L. Atherton, Jr.

Title: *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

By: S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title: *Minister of State*

MINISTRY OF IRRIGATION

By: M. A. SAMAHA

Name: Mohamed Abdel Hadi Samaha

Title: *Minister of Irrigation and Sudan Affairs*

[1] See footnote 1, p. 3. [Footnote added by the Department of State.]

ANNEX I

Project Description

Over a five-year period this Project will support the Ministry of Irrigation (MOI) in operating, maintaining, rehabilitating, and planning for the irrigation network of Egypt. Through capital support and technical assistance, the capabilities of the MOI in the above areas will be strengthened while the physical condition of the irrigation system is to the extent that efficient control of water is possible. The fundamental goals of the improvement of planning for operations and maintenance, the conduct of a system redesign (or improvement) effort, the strengthening of MOI staff capacity, the replacement of depreciated structures and the development of a project preparation unit are to increase agricultural output and provide ample Nile water for multiple uses.

The Project will be implemented by several components administered by existing units of the MOI. The units to be involved are the Irrigation Department, Planning Department and Water Research Center. Because the various activities are interrelated, the Ministry will create a formal coordinating committee for the Project. Operational responsibility will be in the respective units but the committee will provide a means of developing coordinated policies for project implementation.

Project Components.

A. The specific components of the Project are:

1. A grant program to reimburse the MOI for structure replacement (SR). The program will start slowly and be limited during the first two (2) years to five irrigation directorates in the Delta with an expected expansion by project amendment, dependent upon a successful program the first 2 years, to cover the entire country for the last 3 years. The Grantee will improve quality control for the structures and take steps to eliminate the SR backlog by the end of the decade. Upon completion of the Project, the MOI will be in a position to manage and control irrigation water with greater efficiency and effectiveness.
2. Contract technical assistance for:

a. A consulting service to supplement the capacity of the MOI to review problems, analyze proposals and recommend solutions to senior managers of the Ministry.

b. Planning and design assistance in connection with the SR program outlined above.

c. Assistance in planning an improved budgeting, programming and execution process for operation and maintenance (O & M) in the Gharbia Directorate of Central Delta. The upgraded process

will serve as a model for implementation, as feasible, throughout the system.

d. Support and technical advisory services to launch and bring to full operational effectiveness a Project Preparation Unit in the MOI capable of preparing analytical studies and feasibility reports to a standard meeting the needs of review by international agencies; this effort will be strengthened by a two year extension of two economists in the Water Master Plan.

e. Conduct of a feasibility study concerning requirements for redesign of the irrigation system and provision of supporting services for agricultural growth in one District (North Zifta). A proposed redesign will be developed in a manner and at a cost for initial investment and future maintenance so that generalization to the whole of Egypt in due time on an economic basis would be possible.

f. Development and implementation of a training program for managers, engineers and technicians to strengthen the manpower pool and the manpower development system of the MOI as an essential part of meeting its goals and program requirements.

3. Procurement of maintenance equipment needed for implementation of an improved program of O & M for the Gharbia Directorate (see c. above), of office and miscellaneous commodities necessary for the establishment of the Project Preparation Unit (see d. above) and of various commodities and materials needed for the implementation of the other components.

4. Limited operational support for within country training programs and funding for overseas training to raise the skills of MOI manpower and to develop an MOI capability to operate a manpower development system.

Under the project it would be expected that an accelerated level of structural replacement (SR) will significantly reduce SR backlog, a system to plan for operation maintenance and SR will be prepared for implementation in one or more directorates, a feasibility study for redesigning and/or improving an irrigation district will be completed, more MOI personnel will be involved in planning, a new project preparation unit will be in place, project feasibility reports meeting the standards of international financing agencies will be prepared and the quantity and quality of MOI personnel will be improved.

Implementation

A. Structure Replacement (SR)

Implementation of this program will be based on an annual program agreement (APA) between AID and MOI for SR to be executed prior to the beginning of each Egyptian Fiscal Year (EFY) with the exception of EFY 81/82. For that year the agreement will be

executed as soon as the conditions precedent required under the Agreement are met. Each APA will set a projected total for Ministry of Irrigation (MOI) disbursements for the year and maximum amount of funds that AID will disburse. The MOI will be reimbursed 80 percent of their expenditures until the agreed upon annual expenditure is reached. Reimbursement will be made each quarter based upon MOI reported disbursements.

The commitment of AID funds will be undertaken on the understanding that it is the intent of the Government of the A.R.E. to increase steadily the MOI budget for structure replacement (SR) year by year so that by EFY 83/4 the unreimbursed portion of the MOI budget will sustain the system once the backlog has been eliminated. That estimated amount is based on all structure replacement and major rehabilitation being carried out in full compliance with existing MOI design standards and specifications.

Annual program agreements in the form of a memorandum of understanding will set forth the budget of the MOI for the upcoming year and specify the levels of total MOI and AID funding for eligible structures in each Directorate.

Quarterly reports of expenditures shall be provided reflecting the annual program agreements and showing disbursements by Directorates and category of structure for the quarter in question and for the year to date.

The reports shall be consolidated and forward to AID by the Undersecretary for Planning with a request for reimbursement in accordance with the applicable Annual Program Agreement drawn up to implement these arrangements.

To provide senior responsible managers of the MOI and to AID assurance that a satisfactory level of quality control is being exercised to meet MOI specifications, a field review of SR performance will be carried out annually. The review will include one short term advisor under the Project, a senior MOI engineer from outside the Irrigation Sector and, if determined appropriate by the MOI, the SR Advisor from the Project contractor staff. An impartial report will be submitted to the Coordinating Committee with a copy to AID.

In contracting for the Structural Replacement Program, the MOI will follow standard GOE procurement and regulations. These include competitive procurement of construction services.

In accordance with standard MOI practice, the construction work will be inspected by the District Engineer and his assistants under the supervision of the Director of Works and the Inspector. Upon completion of work by a contractor a final inspection will be carried out by the Director of Works who will make the decision on final acceptance and payment for a construction project. A final inspection will be conducted by the Director of Works before the final payment is released.

B. Contract Services, Commodities, Participant Training and Other Services:

1. Contract Services:

Technical assistance will be provided through one or two AID-financed host country contracts with U.S. firms selected through the competitive selection procedures set forth in AID Handbook 11, Chapter 1.

2. Commodities:

Project commodities, other than those included in TA contracts, will be procured by the Ministry of Irrigation utilizing AID-financed procurement procedures established in Handbook 11 Chapter 3.

Approximately 50% of these commodities will be procured as soon as possible after funds are obligated because they are essential either to the effective operation of the TA personnel or to the enhancement of MOI operations or both. The second priority will be given to the procurement of half of the authorized books, catalogues and periodicals and all of the drafting equipment and supplies and communications facilities for the five Directorates in the Delta.

In order to accomplish the above actions the services of a procurement specialist will be funded from the short term consultant allocation under the SR component of the project.

The remaining commodities will require selection by the various specialists of needed types of equipment. Further orders for the commodities and professional services and many items of training equipment can follow as work progresses.

All AID-financed project commodities acquired directly by the MOI will be procured by the ARE/MOI under regulations prescribed in Handbook II Chapter 3, as supplemented from time to time by Project Implementation Letters. Contractors will assist and advise on procurement specifications, preparation of invitations for bid and bid evaluations.

3. Participant Training:

Short courses and academic training outside Egypt will be handled using regular AID participant training procedures. In country training will be arranged by the MOI and the appropriate contractor.

For Local Training funds will be advanced in amounts not exceeding 25 percent of the budget for the year submitted annually by the MOI as a component of the annual APA. Advances will be replenished upon the submission of quarterly certified reports by the Director of Training to USAID/Cairo. The reports will be presented in the form and manner established by USAID/CAIRO for funding local currency costs. Senior level management training will be administered by the main TA contractor and funding handled accordingly. Funds pro-

vided under the Project for Miscellaneous Services will be disbursed directly by USAID/Cairo as needed using mechanisms established within the Mission for US dollar and local currency financing.

C. GOE Responsibilities:

The GOE/MOI will have overall responsibility for implementing the various project elements. In addition to those implementation actions identified above the MOI will also be responsible for: (a) the detailed planning of each component and the necessary actions to implement the component such as local contracting for SR; (2) providing necessary staff and budget for each project component; (c) reporting to A.I.D. on the implementation of the SR and other programs; (d) identifying personnel for in-country and external training; (e) maintaining necessary financial records; and (f) maintaining and evaluating activities.

The various activities of the project will be administered within existing units of the MOI organization. The Irrigation Department will supervise and manage the structural replacement, and Gharbia O & M components; the Planning Department will be responsible for the North Zifta and Project Preparation Unit component; and Training and the Water Master Plan Group will be under the jurisdiction of the Water Research Center. Recognizing the interrelationship of the various activities the Ministry will create a formal coordinating committee for the Project. Operational responsibility will be in the respective units, but the Committee will provide a means of developing coordinated policies which it will recommend to the Minister. Use of the consultant services component will be under the general direction of this Committee.

D. Technical Services Contractor(s) Responsibilities:

Technical assistance staff will provide necessary technical advice in planning and implementing activities, in preparing work plans and reports, in identifying and planning trainees and in evaluating activities. The technical services contractor or contractors, including any subcontractors, will procure commodities to support technical assistance utilizing AID financed procurement procedures established in Handbook 11, Chapter 3, as supplemented from time to time by Project Implementation Letters.

E. Specific AID Responsibilities:

The USAID/Egypt Assistant Director for Agricultural Resources or his designee, will have general AID management responsibilities. Day-to-day monitoring will be performed by the appointed A.I.D. Project Officer. This will include regular visits to work sites and specific spot checks on structures being replaced under the SR program. Management and monitoring will be facilitated by Project

implementation plans to be prepared by the MOI and the technical services contractor. In addition to general guidance on Project implementation provided by the Project officer, he/she will also be responsible for direct involvement with the training activities outside Egypt which are to be handled using normal AID-participant training procedures as shall be set forth in Project Implementation Letters.

F. Logistics:

Office space for the work force members working on the Project will be provided by the Ministry of Irrigation. Essential office and professional equipment and Project vehicles which are not otherwise available will be procured for the use of Project staff. Project vehicles will be assigned to the various operating organizations for use of both contractor and G.O.E. staff.

Financial Plan.

An Illustrative Project Financial Plan is set forth in attachment 1 to this Annex I.

ATTACHMENT I.—IRRIGATION MANAGEMENT A.I.D. PROJECT NO. 263-0137

Irrigation Management Systems Illustrative Project Financial Plan

Inputs	Fiscal years					Present total
	1982	1983	1984	1985	1986	
AID ($000)						
Capital Costs[1]						
Structure Replacement	4,000	12,500	(10,442)	(12,584)	(12,584)	[2] 16,500
Inflation	300	2,600	(4,288)	(6,678)	(8,508)	2,900
Total Capital	4,300	15,100	(14,730)	(19,262)	(21,092)	19,400
Other Costs						
Contract Services	1,103	2,435	2,240	1,655	1,427	[3] 8,860
Commodities	1,210	600	1,000	100	85	[4] 2,995
Participant Training	300	300	300	100	90	1,090
Miscellaneous Services	30	40	40	30	30	170
Subtotal Other	2,643	3,375	3,580	1,885	1,632	13,115
Contingencies	3,045	415	480	300	270	1,770
Inflation	280	700	1,125	800	810	3,715
Total Other	3,228	4,490	5,185	2,985	2,712	18,600
Total AID	7,528	19,590	5,185	2,985	2,712	38,000

[1] The present budget includes two years funding of capital costs. Amounts within parentheses are to be provided by A.I.D. in accordance with Article 2.2 of the Grant Agreement.

[2] This represents the total funding, excluding inflation, that AID will provide for the initial phase of the SR program. No separate contingency figure is included; however, the total is judged adequate to cover the costs of the initial program including the additional cost due to improvement in construction quality.

[3] Includes $916,000 in commodities to be produced by the contractor(s).

[4] Includes all commodities to be procured outside the contract(s).

TIAS 10277

ATTACHMENT I.—IRRIGATION MANAGEMENT A.I.D. PROJECT NO. 263-0137

Irrigation Management Systems Illustrative Project Financial Plan

Inputs	Fiscal years					
	1982	1983	1984	1985	1986	Present total
GOE (L.E. 000)						
Capital Costs						
Structure Replacement	9,239	10,660	14,214	17,075	19,900	
Inflation	693	2,400	5,330	9,040	13,407	
Total Capital	9,932	13,060	19,544	26,097	33,307	[1] 101,940
Other Costs						
Salaries & Allowances	2,281	2,632	3,510	4,212	4,913	
Operating Costs	3,203	3,696	4,928	5,914	6,899	
Subtotal Other	5,484	6,328	8,438	10,126	11,812	
Inflation	411	1,410	3,143	5,331	7,974	
Total Capital	5,895	7,738	11,581	15,457	19,789	60,460
Total GOE	15,827	20,709	31,125	41,554	53,096	162,400
Project Total						

[1] This represents the total amount the Grantee shall budget for structural replacement provided that further increments of A.I.D. funding are made available for this purpose in accordance with Section 2.2 of the Agreement.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-18-716

10278

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ECONOMIC ASSISTANCE

Water Supply

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo September 22, 1981

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EGYPT

Economic Assistance: Water Supply

Agreement signed at Cairo September 22, 1981;
Entered into force September 22, 1981.

A.I.D. Project Number 263-0038

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
CAIRO WATER SUPPLY

Dated: SEPTEMBER 22, 1981

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[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

PROJECT GRANT AGREEMENT DATED SEP 22, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of assistance to the Government of the Arab Republic of Egypt for: (1) rehabilitation and expansion of the Rod El Farag Water Treatment Plant in Cairo; (2) construction of a water transmission main; (3) training of personnel of the General Organization for Greater Cairo Water Supply ("GOGCWS"); and (4) engineering design for metered house connections.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty-one Million United States ("U.S.") Dollars ($31,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

---

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Fifty-five Million Twenty-six Thousand U.S. Dollars ($55,026,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) An executed contract, acceptable to A.I.D., which includes the services of a U.S. consulting engineering firm for Project construction advisory services.

(c) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 have been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Monetary Support. The Grantee agrees that it will make available on a timely basis all Egyptian currency and all foreign currency in addition to the Grant, for the punctual and effective carrying out of construction, maintenance, repair and operation of the Project.

SECTION 5.3. Discussions. The Grantee agrees that it will review and discuss with A.I.D. the recommendations of the management and tariff consultant as they relate to the GOGCWS and to implement the recommendations as agreed in such discussions.

SECTION 5.4. Re-Loan and Re-Grant. The Grantee agrees that the proceeds made available hereunder will be made available to the General Organization for Greater Cairo Water Supply through:

(a) A re-grant in the amount of Fourteen Million U.S. Dollars ($14,000,000) to be made as a contribution to equity capital; and

(b) A re-loan in the amount of Seventeen Million U.S. Dollars ($17,000,000) on terms and conditions satisfactory to A.I.D.

Following the Grantee's satisfaction of the covenants set forth below in Section 5.5., A.I.D. shall agree with the Grantee to permit the Government of Egypt to forgive all repayment obligation of GOGCWS arising out of the reloan agreements by this Agreement.

SECTION 5.5. Program Development. The Grantee agrees to develop a program to control leakage and wastage, to improve water metering and to enhance financial viability in the Greater Cairo water system. Once this program has been developed, the Grantee and the GOGCWS agree to implement the program as rapidly as practicable. A complete

program shall be submitted no later than June 30, 1982. This program will be developed by the GOGCWS using consultants to be financed from these grant funds together with other GOE inputs. Details of the time schedules for each element of this program are detailed in Annex 1 to the Grant Agreement and will be amplified in Implementation Letters. This program will include, but is not limited to:

(a) A training program for management, administration, leakage detection teams, wastage survey units and related aspects of the covenant;

(b) A detailed plan to upgrade the water transmission lines in the area to be serviced by the new Rod El Farag Water Treatment Plant to permit these lines to accept the 60 meters discharge head as designed for the new finished water pumping station;

(c) A detailed plan to reduce water wastage. Such plan should take into consideration the recommendations of the BVI/ATK study and ES-P's Cairo Water Master Plan as well as any new studies performed;

(d) A financial plan acceptable to A.I.D. that will be based preferably on user charges for water, which will permit the GOGCWS to generate, over a projected time frame, adequate revenues to cover, at a minimum, operation and maintenance expenses and debt service and/or real depreciation allowances, whichever is greater. This financial program should be commenced not later than October 1982; and

(e) A detailed plan to improve the meter installation, meter repair, meter reading, bill collection of the GOGCWS. Such plan should take into consideration the recommendations of the BVI/ATK study as well as any new studies performed under this project. Implementation should be started by January 1983.

SECTION 5.6. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may

otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.3. Rate of Exchange. If funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8.1.: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be

deemed duly given or sent when delivered to such party at the following addresses:

To THE GRANTEE:

Minister of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To THE IMPLEMENTING ORGANIZATIONS:

General Organization for Greater Cairo Water Supply
42, Ramses Street
Cairo, Egypt

Governorate of Cairo
Abdin
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals, holding or acting in the office of Minister of Economy, Minister of State for Economy, Senior Undersecretary of State for Economic Cooperation with U.S.A., and/or Chairman of GOGCWS, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

---

[1] See footnote 1, p. 2.

ARAB REPUBLIC OF EGYPT

By: A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title: *Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON JR

Name: Alfred L. Atherton, Jr.

Title: *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

By: S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title: *Minister of State*

GOVERNORATE OF CAIRO

By: S. MAAMOUN

Name: Mr. Saad Maamoun

Title: *Governor*

GENERAL ORGANIZATION FOR GREATER CAIRO WATER SUPPLY

By: ----------

Name: Mr. Hussein Talaat Eid

Title: *Chairman*

ANNEX I

Project Description

The Project provides for the rehabilitation and expansion of the south portion of the Rod El Farag Treatment Plant to include construction of a new raw water intake and pump station, new chemical feeding and handling facilities, new solids contact clarification units, new filtration units, new chlorination facility, new backwash pump station, new finished water storage facility, new finished water pumping units, new meter vaults, a new administration building, and approximately six kilometers of water transmission main. The Project will also provide training for personnel of the General Organization for Greater Cairo Water Supply ("GOGCWS") and will fund the costs of engineering design and construction advisory services for the Rod El Farag Treatment Plant and the engineering design services for metered house connections.

Project Implementation

Project construction is expected to be completed in approximately three and one-half years. The new Rod El Farag Plant will provide approximately 650,000 cubic meters of treated water per day. It is anticipated that the new treatment plant will be constructed by a U.S. construction firm which will be responsible for furnishing and installing all plant equipment including certain U.S. manufactured equipment for the administration building. The new administration building and the water transmission mains are expected to be constructed by Egyptian construction contractors. These construction services will be financed by the GOGCWS. The pipe for the water transmission mains will be purchased in the United States and will be provided by the GOGCWS to the Egyptian contractors for installation.

The estimated costs of the Project, including the sources and proposed uses of funds, are shown in the following table. The budget includes funding provided under this Agreement and under Project Loan Agreement 263–K–042 (the "Loan").

PROJECT BUDGET

[In US Dollars or Equivalent (000's omitted)]

Rod El Farag

Item	AID FX	Grantee [1] LC
Transmission Mains	4,602.0	980.0
Administration Building	576.0	611.5
Pumping and Treatment Facilities	49,065.1	49,593.4
Engineering Services	5,256.9	3,100.0
Training	200.0	12.0
Metered House Connections [2]	1,300.0	728.6
Project Total	[3] 61,000.00	55,025.5

[1] Grantee contribution is shown as the dollar equivalent of Egyptian pounds ($1.00=LE 0.70).

[2] Funds for this discontinued Project element were provided under the Loan.

[3] Total A.I.D. grant and loan. In general, funds made available under the Loan ($30,000,000) will be expended before Grant funds are made available hereunder, except that $11,000,000 of the Grant may be used to finance the costs of ocean freight on U.S. flag vessels and $3,000,000 of the Grant may be used to finance the costs of engineering and management consultant services of a U.S. firm or firms, without regard to whether all Loan funds have been expended. [Footnotes in the original.]

US. GOVERNMENT PRINTING OFFICE : 1983 O-18-717

10279

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10279

ECONOMIC ASSISTANCE

Control of Diarrheal Diseases

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Cairo September 27, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

EGYPT

Economic Assistance: Control of Diarrheal Diseases

Agreement signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0137

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR THE

CONTROL OF DIARRHEAL DISEASES

Dated: September 27, 1981

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Annex 1

PROJECT DESCRIPTION

[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

A.I.D. Project No. 263-0137

Project Grant Agreement

Dated: September 27, 1981

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to initiate a nationwide diarrheal diseases rehydration campaign to:

(1) Train practitioners in proper therapy for diarrhea with major stress on oral rehydration;

(2) Improve mothers' knowledge, attitudes and practices in caring for children with diarrhea; and

(3) Assure production and distribution of oral rehydration salts in sufficient quantity for wide access in Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Twenty-Six Million United States ("U.S.") Dollars ($26,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Seventeen Million Eight Hundred and Thirty-six Thousand U.S. dollars ($17,836,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Seventeen Million U.S. Dollars ($17,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursment or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Additional Disbursements For General Project Costs.

Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for any general Project costs other than for services or commodities to be procured directly by A.I.D., the Grantee will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence of the establishment of a Project Steering Committee with such defined authorities and responsibilities as are necessary for coordination of the activities financed under the Project along with a statement of the names and affiliations of its initial appointees; and

(b) Evidence of the establishment of a Project Secretariat which will function under the policy guidance of the Project Steering Committee

with such defined authorities and responsibilities as are necessary to implement the Project along with a statement of the functions and responsibilities of the Secretariat and the names of its initial appointees.

SECTION 4.3. Additional Disbursements for Long-term U.S. Technical Assistance Contractor.

Prior to any disbursement or to the issuance of any commitment documents for the U.S. technical assistance contractor, the Grantee shall, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., an executed contract for technical assistance with an organization acceptable to A.I.D.

SECTION 4.4. Additional Disbursements for Rehydration Commodities.

Prior to any disbursement or to the issuance of any commitment documents for equipment to produce oral rehydration salts or for commodities in support of the production of rehydration salts and fluids, the Grantee shall, except as the parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence of a commitment by the Grantee to provide the producer of such commodities with the foreign exchange allocations necessary to ensure timely importation of commodities in support of the production of rehydration salts and fluids during the life of the Project.

SECTION 4.5. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1, 4.2, 4.3 and 4.4 have been met, it will promptly notify the Grantee.

SECTION 4.6. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Sections 4.3 and 4.4 have not been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

If all the conditions specified in Section 4.2 have not been met within 365 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. National Rehydration Campaign Plan. The Grantee agrees to develop and present for A.I.D. review a National Rehydration Campaign Plan identifying how the activities, programs and training will be carried out on a nationwide basis and made available to the appropriate public and private organizations.

SECTION 5.3. Staff. The Grantee agrees to provide adequate staff, implement necessary staff training and to effect necessary actions to ensure that Project objectives are accomplished.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect

at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Health
Maglis El Shaab Street
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Economy, Minister of State for Economy, the Senior Undersecretary for Economic Cooperation with U.S.A., and/or the Minister of State for Health, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

[1] See footnote 1, p. 3.

ARAB REPUBLIC OF EGYPT

BY: _____

NAME: Dr. Abdel Razzak Abdel Meguid

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy

UNITED STATES OF AMERICA

BY: _____

NAME: Alfred I. Atherton, Jr.

TITLE: American Ambassador

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

BY: _____

NAME: Dr. Soliman Nour El Din

TITLE: Minister of State

MINISTRY OF HEALTH

BY: _____

NAME: Dr. Mamdouh Gabr

TITLE: Minister of State

Annex I

Project Description

Project Description

A. Goal and Purpose

The goal of this Project is to contribute to a program to improve the health status of the Egyptian people. This project is an important element of overall U.S./Egyptian effort to implement an integrated national maternal child health and family planning program.

The Project purpose is to reduce child suffering and mortality from diarrheal disease within five years by making rehydration services and materials, especially oral rehydration therapy (ORT), widely available and used through a national program.

B. Project Strategy. The Project will consist of three components:

(1) Training of practitioners in proper therapy for diarrhea with major stress on oral rehydration;

(2) Improvement of mothers' knowledge, attitudes and practices in carying for children with diarrhea; and

(3) Production and distribution of oral rehydration salts in sufficient quantity for wide access in the cooperating country.

In implementing these components, the Project will build and expand upon an existing infrastructure of private and public facilities and networks delivering formal and informal health services. The strategy involves the Ministry of Health as the implementating organization, universities, the Medical and Pharmacy Syndicates, production facilities, pharmacies, and local communities themselves. Rehydration is an integral part of maternal child health services in Egypt. However, since utilization of services in fixed Government facilities is limited, the Project will explore, develop and refine alternative methods for broadening access to services, including commercial networks. While many of the interventions have been tested on a pilot scale, the establishment of an effective national program is, nonetheless, complex and will involve the testing and coordination of several sets of activities leading to achievement of the project purpose.

(1) Project Administration: This component of the design establishes the organizational structure necessary to plan, initiate, implement, and coordinate a national rehydration campaign.

In order to establish a mechanism of project coordination which can cut across several key Egyptian organizations to draw together capabilities required to implement and manage a national campaign to accomplish this task, a Steering Committee will be established with membership from all implementing groups. The Committee will receive operating and program budget support from AID. The Steering Committee will be chaired by the Minster of Health and members will include representatives from the Ministry of Health, other national and local governmental organizations, health organizations, and the private sector.

A campaign Secretariat will function under the policy guidance of the Steering Committee and will have an identified budget and authority to carry out a campaign implementation plan including contracting with Egyptian insititutions to undertake specific tasks related to the campaign implementation plan.

The Secretariat will be composed of an Executive Director appointed by the Minister of Health and technical and support staff appointed by the MOH or other agencies as appropriate. In addition to assistance from the Governorate ORT Coordinators, the Secretariat will have a budget supported with AID project funds as well as GOE funds and will have the authority to contract with Egyptian organizations and individual Egyptian consultants to provide assistance and carry out elements of implementation. The Steering Committee will also be assisted by U.S. techncial assistance provided under this project. The duties of the Secretariat are divided into two major phases: Phase I constitutes an 18-month campaign organization and planning phase. Phase II will be full-scale implementation of the approved campaign plan.

(2) Technical Assistance.

AID project funds will finance long-term and short-term U.S. technical assistance through a contract with a U.S. company or University. Individual contracts for both U.S. and Egyptian short-term technical services will also be financed by AID where the need for such services is mutually agreed upon.

(3) Production and Distribution: Production of packaged oral rehydration salts (ORS) to be undertaken by a local drug manufacturer and ORS will be made available through existing outlets (such as private pharmacies and MOH facilities) and through new outlets (such as dukkans, or older mothers in each hamlet serving as a supplier and teacher for other mothers). This project component will also assure the distribution of a special intravenous rehydrating solution tailored to diarrheal disease, and scalp-vein needles necessary for infusion of infants. The Grantee will provide ORT packets under its agreement with UNICEF and will undertake any required renovation of facilities used for expanded production of ORT.

(4) Training: The Project will train Governorate ORT coordinators and trainers and a core of trained staff (pediatricians from medical schools and general hospitals and senior nurses at the two existing rehydration centers). This group in turn will teach governorate teams to provide training to Health Center and Health Unit personnel who will in turn be responsible for face-to-face instruction of mothers. The training teams will also work with village councils, district hospital staff, ORT manufacturer's salesmen and professionals, and dayas.

(5) Information, Education and Communication: The Project will build a national public education campaign to help create awareness of, demand for, and expertness in the use of ORT. The sub-components of public education, which will include face-to-face and group training of practitioners, village leaders, and parents, and a mass media campaign, will reinforce the other forms of education and training described in (3) above.

(6) Evaluation: Project evaluation activities will provide data both for management purposes, that is, ongoing decision making; and for determination of outcomes. Market analysis, audience message testing, operational research, and household sentinel facility surveys will be used to track the progress of each component of the project, and to determine the future directions to be undertaken. International agencies such as WHO and UNICEF will be asked to participate in the evaluation process to ensure that the results of the Egyptian National Campaign can be used as a basis for world-wide control of diarheal disease programs.

B. Project Financial Plan.

A Project Financial Plan, which sets forth the catagories of costs which each Party will finance and the estimated levels of financing which will be required for such costs, appears in Attachment A to this Annex I. International agencies such as WHO and UNICEF will be asked to participate in the evaluation process to insure that the results of the Egyptian National Company can be used as a basis for worldwide control of diarrheal disease programs.

Attachment A
To Annex I

FINANCIAL PLAN
(U.S. $000)

INPUTS	YEAR 1	2	3	4	5	ALL
AID						
Operational Costs						
Honorariums	26	8	7	5	3	49
Staff Office	46	43	37	28	16	170
Direct Training	12	22	1	--	--	35
Incentives	75	788	678	521	300	2,362
Sub-Total	159	861	723	554	319	2,616
Program Costs						
Technical Assistance	848	949	1,300	1,073	700	4,870
Participant Training	140	17	19	---	---	176
Equipment & Commodities	962	2,738	1,360	3,086	5,160	13,306
Other Local Costs	622	978	533	444	386	2,963
Sub-Total	2,572	4,682	3,212	4,603	6,246	21,315
Contingency	236	479	340	446	568	2,069
Total AID	2,967	6,022	4,275	5,603	7,133	26,000
GOE						
Operational Costs						
Honorariums	---	2	5	8	12	27
Staff Office	---	11	24	42	65	142
Direct Training	---	5	1	---	---	6
Incentives	---	197	452	781	1,199	2,629
Sub-Total	---	215	482	831	1,276	2,804
Program Costs						
Personnel	189	1,557	1,911	2,029	2,362	8,048
Commodities	270	520	838	1,243	1,750	4,621
Other Local Costs	80	1,250	57	65	75	1,527
Sub-Total	539	3,327	2,806	3,337	4,187	14,196
Total GOE	539	3,542	3,288	4,168	5,463	17,000
Project Total	3,506	9,564	7,563	9,771	12,596	43,000

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-21-445

10280

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10280

ECONOMIC ASSISTANCE

Industrial Productivity Improvement

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
August 31, 1980

Signed at Cairo September 27, 1981

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Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Economic Assistance: Industrial Productivity Improvement

Agreement amending the agreement of August 31, 1980.
Signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0090

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
MANAGEMENT DEVELOPMENT
FOR PRODUCTIVITY
HEREIN RENAMED
"INDUSTRIAL PRODUCTIVITY IMPROVEMENT"

Dated: SEPTEMBER 27, 1981

First Amendment, dated September 27, 1981 to the Grant Agreement, dated August 31, 1980[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Management Development for Productivity (herein renamed "Industrial Productivity Improvement").

SECTION 1. The Grant Agreement is hereby amended as follows:

A. The entire Grant Agreement except for Annex 2 is hereby deleted and attachment 1 of this Amendment is substituted therefor.

B. The Grant Agreement is hereby renamed "Project Grant Agreement Between the Arab Republic of Egypt and the United States of America for Industrial Productivity Improvement."

SECTION 2. This First Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT		UNITED STATES OF AMERICA	
By	: A. MEGUID	By	: ALFRED L. ATHERTON JR.
Name:	Dr. Abdel Razzak Abdel Meguid	Name:	Alfred L. Atherton, Jr.
Title	: *Deputy Prime Minister for Economic and Financial Affairs & Minister of Planning, Finance and Economy*	Title	: *American Ambassador*

[1] Not printed. Amendment replaces text of original agreement.

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

By : S. Nour El Din

Name: Dr. Soliman Nour El Din

Title : *Minister of State*

MINISTRY OF INDUSTRY AND MINERAL WEALTH

By : M. Taha Zaki

Name: Mr. Mohamed Taha Zaki

Title : *Minister of Industry and Mineral Wealth*

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[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

PROJECT GRANT AGREEMENT DATED SEP 27, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will address managerial, technological, vocational and other generic constraints to industrial productivity in Egypt and will assist the Grantee to create a managerial framework in which technical activities will be coordinated to serve sectoral goals for improvement of productivity of the manufacturing sector of Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty-Nine Million United States ("U.S.") Dollars ($39,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Nine Million Two Hundred Twenty-four Thousand U.S. Dollars ($9,224,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Fourteen Million Eighty-four Thousand U.S. Dollars ($14,084,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 27, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. For Management Development for Productivity.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under the Grant for Management Development for Productivity ("MDP"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.;

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee for this subactivity, together with a specimen signature of each person specified in such statement;

(2) Evidence of the establishment of an advisory committee consisting of senior representatives of the Ministry of Economy, the Ministry of Industry and Mineral Wealth and the Egypt-United States Joint Business Council ("Advisory Committee") (evidence of the establishment of the committee shall include formal designation of committee members and delineation of the committee's functions); and

(3) Such other documentation and information as A.I.D. may reasonably request.

(b) Disbursements Other Than for Pre-Contract Costs. Prior to any disbursement or to the issuance of any commitment documents under the Grant other than for pre-contract costs of a prospective contractor, and except as the Parties may otherwise agree in writing, A.I.D. shall receive, in form and substance satisfactory to A.I.D. evidence that the arrangement through which the prime contractor is to provide the requisite Egyptian professional staff component to the MDP has been formally and legally established through a signed subcontract or other equivalent means.

(c) Disbursement Starting the Fourth MDP Year and Thereafter. Prior to any disbursement or the issuance of any commitment documents under the Grant for the fourth year of the MDP after the effective date of the prime contract for long-term assistance ("Fourth MDP Year") and thereafter, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., a plan for institutionalizing the process of modernizing business management in Egypt through consulting services and training.

(d) Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1(a), 4.1(b), and 4.1(c) have been met, it will promptly notify the Grantee.

(e) Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the MDP by written notice to the Grantee.

SECTION 4.2. For Vocational Training for Productivity.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement for the Vocational Training for Productivity Subactivity ("VTP"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee for this subactivity together with a specimen signature of each person specified in such statement;

(2) Evidence of the establishment of a board of directors chaired by the Undersecretary of Productivity and Vocational Training. The board should include representatives of public and private sector industrial firms, as well as senior officials of the Productivity and Vocational Training Department ("PVTD") and other appropriate Grantee agencies as determined by the PVTD;

(3) Evidence of the establishment of adequate office and support facilities for technical advisors and their counterparts to execute their duties effectively; and

(4) Such other information and documentation as A.I.D. may reasonably request.

(b) Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.2(a) have been met, it will promptly notify the Grantee.

(c) Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.2(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the VTP by written notice to the Grantee.

SECTION 4.3. For Industrial Technology Application.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under the Grant for Industrial Technology Application Subactivity ("ITA"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(2) Such other information and documentation as A.I.D. may reasonably request.

(b) Additional Disbursements.

(1) Long-Term Technical Assistance Contractor to be Provided to the Engineering and Industrial Design Development Center.

Prior to any disbursement or to the issuance of any commitment documents under the Grant for the purpose of financing of long-term technical services to be provided to the Engineering and Industrial Design Development Center ("EIDDC"), the Grantee shall, except as the Parties may otherwise in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(i) An executed contract for long-term technical advisory services with a firm acceptable to A.I.D.;

(ii) Evidence of the establishment of the Industrial Technology Application Program (ITAP) as a permanent unit within the EIDDC, including a copy of the procedures and policies for its operation;

(iii) Evidence of the establishment of a Project Advisory Committee consisting of members of the private and public industrial and financial communities, which evidence will include formal

designation of the members and delineation of the functions of the Committee; and

(iv) Such other information and documentation as A.I.D. may reasonably request.

(2) Short-Term Consultant Services.

Prior to any disbursement or to the issuance of any commitment documents under the Grant for the purpose of financing short-term U.S. and Egyptian consultant services other than short-term consultant services to be provided as assistance to EIDDC in connection with the procurement of long-term technical advisory services, the Grantee, except as the Parties may otherwise agree in writing, shall have satisfied the conditions precedent set forth in Section 4.3(b)(1) above and furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(i) An established schedule of charges for ITAP services to be provided to end-users by the EIDDC along with a plan for the periodic revision of such schedule;

(ii) A statement of the policy guidelines governing the use of services of Egyptian consultants to assist ITAP/EIDDC and end-users of ITAP/EDDC services which policies shall include established compensation levels and level of effort limitations for single end-users; and

(iii) Such other information and documentation as AID may reasonably request.

(c) Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.3(a) and 4.3(b) have been met, it will promptly notify the Grantee.

(d) Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.3(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the ITA by written notice to the Grantee.

SECTION 4.4. For Innovative Productivity Activities. Prior to any disbursement or to the issuance of any commitment documents under the Grant for each Innovative Productivity Activity, the Grantee shall, except as the Parties may otherwise agree in writing, furnish in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons who will act as the representatives of the Grantee for the activity, together with a specimen signature of each person specified in such statement;

(b) An implementation plan for the activity including cost estimates and mode of agreement to be utilized; and

(c) Such other information and documentation as A.I.D. may reasonably request.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Management Development for Productivity.

(a) The Grantee shall ensure that funds are available to enterprises under the jurisdiction of the Ministry of Industry and Mineral Wealth to pay fees for MDP services as well as Egyptian per diem and other allowances for managers participating in training or task-force missions.

(b) The Grantee shall establish an effective mechanism for the collection, accounting and utilization of fees charged to participating Egyptian firms.

(c) The Grantee and A.I.D. shall consult from time to time on how best to institutionalize the process of modern business management in Egypt. Specifically, no later than the Fourth MDP year, the Grantee and A.I.D. shall consult on how best to implement the plan called for in Section 4.1(c) above.

SECTION 5.3. Vocational Training for Productivity.

(a) The Grantee shall furnish to A.I.D. within 180 days from the date of arrival of the chief of party of the technical assistance contractor, or such other time as A.I.D. may agree in writing, an implementation plan in form and substance satisfactory to A.I.D., for in-country training and participant training, job descriptions for VTP personnel, and a description of activities to be undertaken during the first two years of the VTP. The plan shall be updated every six months over the life of the VTP.

(b) The Grantee shall make provision for adequate administrative arrangements and local currency from funds other than those provided by the Grant for any incentive payments to be made to personnel of the Government of Egypt engaged in implementation of the VTP, and to ensure that increased operating costs resulting from program changes brought about by implementation of the VTP continue to be met after the VTP ends.

(c) The Grantee shall provide office and support facilities adequate for technical advisers and their counterparts effectively to execute their responsibilities for Project implementation.

SECTION 5.4. Covenants for the Industrial Technology Application.

(a) Existing Information and Data. The Grantee shall provide or cause to be provided to EIDDC and the ITAP Unit upon request all relevant data and information relating to industrial technology presently available to the organizations of the Grantee except to the extent that such data and information are subject to legally mandated distribution limitations. The Grantee shall also seek to secure such data and information from non-governmental sources and furnish it to EIDDC.

(b) Data Collection. The Grantee shall assist EIDDC upon request in the collection of data and information required by EIDDC to carry out its operations.

(c) Operational Procedures. The Grantee shall ensure that EIDDC establishes and implements operational procedures which include:

(1) Maintenance of complete files of all contacts made;

(2) Provision of detailed information on those cases where specific benefits are achieved;

(3) Relating ongoing activities including requests for service; participation in group programs and cases of special interest; and

(4) Periodic follow-up contacts to improve the quality of the effectiveness of the services provided.

(d) Extension of ITAP Services. The Grantee shall insure that the ITAP Unit will extend its services to the major population centers in Egypt.

(e) Support of ITAP. The Grantee shall finance the costs of maintaining the ITAP Unit as a permanent organization within the EIDDC to the extent that such costs are not covered by fee revenues generated by services provided by ITAP.

(f) Level of Fee Revenues. The Grantee shall revise periodically the fee schedules for services to be provided by ITAP/EIDDC in order that by the end of the third year of the ITA, ITAP/EIDDC will derive sufficient fee revenues by the end of the ITA to cover all of its operational costs.

(g) Support for ITAP Unit. The Grantee shall provide the ITAP Unit with the fulltime personnel, office space, and office furnishings necessary to carry out its operations.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency

Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Minister of Economy
8, Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

TO THE IMPLEMENTING ORGANIZATIONS:

Minister of Industry and Mineral Wealth
2, Latin America Street
Garden City
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of State for Economy, the Senior Undersecretary for Economic Cooperation with U.S.A., and/or the Minister of Industry and Mineral Wealth, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

[1] See footnote 1, p. 5.

ANNEX I

PROJECT DESCRIPTION

I. General

A. Framework

The Project is a management framework for sectoral technical assistance activities. It provides a setting for technical and financial management of discrete but integrated packages of activities directed to particular sectoral constraints. The principal elements of the Project will initially include the following subactivities:

— Management Development for Productivity ("MDP")
— Vocational Training for Productivity ("VTP")
— Industrial Technical Application ("ITA")
— Innovative Productivity Activities ("IPA")

Each of these subactivities is further described below. Other discrete subactivities may be added in the future as agreed by the Parties.

B. Project Financial Plan

An illustrative Project Budget is set forth in Table I. The Grantee contribution includes user fees charged to participating companies. Within the overall Project budget, funds may be reallocated among Project subactivities as agreed by the Parties.

TABLE I

SUMMARY PROJECT COST ESTIMATE AND FINANCIAL PLAN

(U.S. $000's)

	A.I.D. FX+LC	Grantee LC	Total FX+LC
Subactivity I (MDP)	8,500	3,008	11,508
Subactivity II (VTP)	17,500	5,500	23,000
Subactivity III (ITA)	10,000	4,576	14,576
Subactivity IV (IPA)	3,000	1,000	4,000
Project Total	39,000	14,084	53,084

II. Management Development for Productivity (Subactivity I)

A. Detailed Description

This subactivity seeks to increase the effectiveness of business organizations in Egypt, particularly effectiveness as measured in economic terms, with a stress on productivity. To attain this goal, the MDP purpose is to:

— Improve management in selected public and private sector business organizations, and

— Increase supply of, and demand for, effective management development and organization development services in Egypt.

The MDP will give first attention to those industries considered to have high priority by the Grantee (food, construction materials and textiles), but will also be open to other important industries, such as chemicals, metallurgy, banking and tourism. It will serve large and medium-sized firms in both private and public sectors and will provide locally-based management development materials to local management education institutions.

The MDP will be implemented by a team of Egyptian and United States management trainers and consultants under the direction of a U.S. contractor under an A.I.D. direct contract. Policy direction, guidance in the selection of client firms and access to business and government leaders will be ensured by the Advisory Committee representing the Ministry of Economy, the Egypt-U.S. Joint Business Council, and the Ministry of Industry and Mineral Wealth.

The MDP will begin with a start-up period of about four months followed by

— ten to twelve overlapping and sequential cycles in Egypt, each lasting thirty-three weeks and consisting of
— diagnostic studies to identify organizational problems on which to focus during the cycle,
— training of key managers in industry-specific groups, and
— application by the managers of their enhanced skills (with Project support) to solve the problems in their firms identified with top management during the diagnostic phase of the cycle.
— Three or four industry-specific task force missions in which 10 to 15 percent of the participants in the above cycles will undertake issue-centered visits to U.S. firms.

After approximately 24 months, the Parties will carry out an interim evaluation of the MDP to decide whether to continue the MDP for two additional years as planned, or to terminate it after 36 months. However, based on the assumption that the MDP will continue, MDP activities will not be interrupted during the interim evaluation. If the Parties agree to terminate the MDP early, the termination will be effective only after completion of on-going cycles.

The final eighteen months of the MDP will incorporate changes or additions suggested as a result of the evaluation. During the course of the MDP, it is expected that there will be 20 to 25 cycles, reaching 40 to 60 companies and 500 to 600 managers, of whom some 70 to 80 would participate in task force visits to the United States.

B. Financial Plan

Table II sets forth the summary cost estimate and financial plan for the MDP. The Grantee contribution shall include fees charged to participating companies.

TABLE II

SUBACTIVITY I

MANAGEMENT DEVELOPMENT FOR PRODUCTIVITY

SUMMARY COST ESTIMATE AND FINANCIAL PLAN

($000)

USE	AID FX	AID LC	AID TOTAL	GRANTEE FEES* LC	OTHER LC	TOTAL
Direct Project						
— Technical Assistance	3,612	816	4,428	1,116	-----	5,544
— Special Training Components	420	265	685	-----	443	1,128
— Office, Facilities, and Equipment	40	495	535	-----	-----	535
— Evaluation and Surveys	83	129	212	-----	-----	212
Total Direct	4,155	1,705	5,860	1,116	443	7,419
Indirect	-----	-----	-----	-----	238	238
Contingency	314	128	442	84	50	576
Inflation	1,207	991	2,198	635	422	3,275
Project Total	5,676	2,824	8,500	1,835	1,153	11,508

*Fees charged to participant companies. [Footnote in the original.]

C. Evaluation Plan

There will be two levels of evaluation by A.I.D. The first will be semi-annual progress assessments by a management specialist during the first two years. These assessments will be based on information from Project staff and records and limited interviewing of participants and advisory committee officials. The aim will be:

— To compare what was planned with what was achieved and is being done in terms of inputs, outputs, methodology and progress toward planned end-of-project status;

— To review and reassess assumptions underlying the MDP and plans for the balance of the MDP;

— To recommend to AID, the Advisory Committee and the contractor any action indicated to correct weaknesses identified and ensure timely progress toward the desired end-of-project status.

Approximately 24 months after the MDP begins, a more thorough evaluation will be undertaken by a team of A.I.D. direct-hire or contract specialists, assisted by Egyptian survey professionals. This evaluation will be scheduled when training and application phases are ongoing and can be observed. It will include interviews with a sample of managers who have participated in the program and of others in their organizations and elsewhere who have been directly or indirectly in-

volved with the MDP. The aim will be, in part, the same as for the semi-annual progress assessments but will ultimately be to provide:

— A basis on which A.I.D. can decide whether the MDP should continue to completion as programmed, or be terminated after two and a half years, and

— Technical guidance to A.I.D. with regard to the implementation of the recommended course of action.

III. Vocational Training for Productivity (Subactivity II)

A. Detailed Description

The VTP will strengthen the ability of the Ministry of Industry and Mineral Wealth ("MOIMW") to equip entry-level workers with skills required by employers, upgrade the skills of employed workers; respond to company-specific training problems, and establish skill standards and appropriate trade tests. Special attention will be given to assisting the private sector and increasing women's opportunities in skilled employment. The VTP will be initiated in two contiguous pilot regions, Alexandria and the Middle Delta, but will extend its benefits to the entire country as soon as possible during the life of the Project.

This subactivity will provide approximately 620 person-months of long- and short-term technical assistance, about 430 person-months of participant training and approximately $1.9 million of commodities. The VTP will directly support other Grantee efforts to improve the vocational training system of the Productivity and Vocational Training Department ("PVTD"). A.I.D. assistance will also strengthen the PVTD's capacity to determine precise equipment needs for the World Bank's Fourth Educational loan, now being planned. Technical assistance provided by A.I.D. will include analysis of industrial training needs, establishment of instructional competencies and skills standards, preparation of curriculum and instructional materials, instructor training, in-plant training assistance and strengthening PVTD management. Short-term participant training will cover industrial training directors and first-line managers as well as upgrading the PVTD staff. Commodities will include equipment to fill training center inventory gaps identified through task analysis, establishment of audio-visual production and delivery capability, material to increase to amount of practical training, small amounts of training equipment and materials for individual companies, and equipment to establish advanced or specialized training programs in industrial companies.

The VTP is designed to take advantage of the best available information concerning vocational training needs. Further problem definition will occur in an operational environment and the VTP is expected to develop appropriate and innovative responses to those problems.

B. Financial Plan

A summary of cost estimates and financial plan for the VTP is set forth in Table III.

TABLE III

SUBACTIVITY II

VOCATIONAL TRAINING FOR PRODUCTIVITY

SUMMARY OF COST ESTIMATES AND FINANCIAL PLAN

($000)

	AID		GRANTEE	
	FX	LC	LC	TOTAL
Personnel Services	4,150	1,200	3,400	8,750
Participant Training	1,571	123	-----	1,694
Commodities	1,860	-----	-----	1,860
Miscellaneous	69	681	208	958
Overhead and Fee	2,982	-----	-----	2,982
Office Space	-----	-----	36	36
Evaluation	39	15	-----	54
Special Consultants	200	-----	-----	200
Contingency	806	150	-----	956
Inflation	2,681	973	1,856	5,510
	14,358	3,142	5,500	23,000

IV. Industrial Technology Application (Subactivity III)

A. Detailed Description

The ITA will assist the Grantee to develop its industrial sector by increasing productivity and employment resulting from improved industrial productivity and expansion of the industrial sector.

The purpose of the ITA is (1) to help public, private and joint venture industrial firms to make more productive use of technology, and to identify, assess and introduce new and suitable technology in an effective manner and (2) to institutionalize Egyptian capacity to provide such services.

The ITA addresses the problem of the absence of an accessible, credible source through which the business community can find useful information or technical assistance at a reasonable price to help it solve technological problems and identify and exploit technological opportunities.

The ITA will provide information and technical assistance to the Egyptian public and private industrial sector, initially through infirm diagnostic studies. Later the ITA will provide technical information and help industrialists identify and arrange for assistance from qualified Egyptian specialists, or when the latter cannot be identified, from U.S. specialists. Services will be provided to financial and other institutions serving the industrial community, as well as to members of that community.

In addition, the ITA includes a campaign to increase general awareness of technology and the benefits available from systematic selection, improvement and proper use of it. It will spotlight developments likely to be of particular interest to Egyptian industry and generally promote project services. Finally, to ensure that the services are institutionalized, ITA activities will include training for staff involved in service delivery, consultancy services to strengthen overall management and central support services of the implementing agency. In some cases, training will also help firms strengthen their own research and development capacity.

B. Implementation Plan

The ITA will be implemented by a unit which is expected to be created within the Engineering and Industrial Design Development Center (EIDDC) of the Ministry of Industry and Mineral Wealth. The new unit, tentatively, the Industrial Technology Application Program Unit ("ITAP Unit"), will be assisted during most of the life of the Project by a U.S. technical assistance team of three industrial engineers, including a team manager, and for two years by a technical information specialist. An external advisory committee, formed of representatives of the industrial and financial communities and of the public and private sectors, will advise, assist, promote, and evaluate the ITA. It is expected that the ITAP Unit will (1) directly assist com-

panies, (2) serve as broker for assistance when it cannot directly assist companies, and (3) inform the business community of technological developments.

C. Financial Plan

A.I.D. funding will be used to finance a host-country contract for this team, short-term U.S. and Egyptian technical assistance at the level of approximately 70 person-months for U.S. personnel and up to 150 person-months for Egyptian personnel, U.S. and in-country training for up to 150 person-months, documentation and access to formal and informal information networks, commodity procurement such as vehicles and office equipment, and a subgrant to EIDDC to finance the service of U.S. and Egyptian short-term consultants on the basis of purchase orders issued by EIDDC in conformity with A.I.D. regulations and procedures. Funds will be obligated for the full five years. Grantee will fund costs of EIDDC personnel, office space, support staff for ITAP, staff incentives, most operating costs in Egypt, support from other EIDDC departments and other Ministry agencies, support EIDDC management and support staff services. ITA clients will pay a fee for services received. Nominal at the start, the fee will gradually be raised so that fee revenues will fund an increasing portion of local costs and will fully finance ITAP by the end of the Project. An illustrative summary financial plan is set forth in Table IV.

TABLE IV

SUBACTIVITY III

INDUSTRIAL TECHNOLOGY APPLICATION

SUMMARY COST ESTIMATE AND FINANCIAL PLAN

	AID		GRANTEE	
Inputs	FX	LC	LC	TOTAL
I.a. Per, LT & Support	1,658	374	331	2,363
I.b. Per, ST &				
1. U.S	790	270	---	1,060
2. Egyptian	---	346	71	417
II. Services	675	—	---	675
III. Info. Dis	81	181	---	262
IV. Training	432	64	---	496
V. Commodities	216	---	---	216
VI. Operations	72	165	141	378
VII. Special Costs[1]	10	6	246	262
VIII. Evaluation	51	29	---	80
IX. Contractor, Overhead & Fee	1,000	---	---	1,000
X. Ind. Support	---	---	1,778	1,778
SUBTOTAL	4,985	1,435	2,567	8,987
Inflation	2,151	939	1,809	4,899
Contingency	372	118	200	690
TOTAL	$7,508	$2,492	$4,576	$14,576

[1] For A.I.D., Special Costs are pre-contract expenditures such as provision of short term consultants to assist EIDDC in soliciting and evaluating proposals.
For the Grantee, Special Costs are ITAP staff incentives and part-time inputs of officials with contract management responsibility.
[Footnotes in the original.]

D. Evaluation

A.I.D. evaluation will occur on two levels: (1) "progress assessments" and (2) interim and final evaluations. The progress assessments will be brief reviews by an outside consultant at least semi-annually during the first two years of the ITA. The aim of the assessments will be:

— To compare what was planned with what was achieved and is being done in terms of inputs, outputs, methodology and progress toward planned end-of-Project status;
— To review and reassess assumptions underlying the ITA, and plans for the balance of the ITA; and
— To recommend to A.I.D., the EIDDC and its contractor any action indicated to correct weaknesses identified and ensure timely progress toward the desired end-of-Project status.

During the second half of the third year of the ITA, an in-depth interim evaluation will be undertaken by a team of A.I.D. direct-hire and independent specialists. Their evaluation will involve tapping at least the information sources, including interviews with ITAP Advisory Committee members, and a sample of ITAP clients and of people in other organizations (e.g. banks, research institutions, concerned ministries, and non-client industrial firms).

A final evaluation similar to the interim one will be undertaken in two phases, the first during the last two months of the ITA and the second eight to ten months later.

V. Innovative Productivity Activities (Subactivity IV)

The IPA will permit the Parties flexibility in identifying and responding creatively to constraints to industrial productivity. Creative interventions might include, but not be limited to, activities which (1) provide selected short-term business and other technical services and (2) respond to constraints and new opportunities in the area of small-scale enterprises credit. In some cases the response may be small, experimental or pilot-type interventions to test the efficacy of more substantial efforts. In other cases, timeliness may be far more important that the magnitude of the effort. The funding available under the IPA will provide a mechanism for quick, targeted response to problems.

In addition, the IPA may fund the development of integrated diagnostic tools which build on the experience of the management, technology and workforce diagnostic work of the activity contractors. Recognizing that productivity is ultimately not a single measure but rather a "family" of related measures, the Parties anticipate the need for multi-variable diagnostic problems in Egyptian enterprises or subsectors which suffer from complex constraints to efficiency.

The IPA will also be used to fund studies of industrial productivity and may support initiatives such as developing performance and productivity criteria for public enterprises, adapting international cost-accounting techniques to Egyptian accounting formats, or even small experiments in quality control technique or "productivity circles."

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10281

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10281

ECONOMIC ASSISTANCE

Sewerage

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

Amending the Agreement of
September 30, 1978

Signed at Cairo September 27, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EGYPT

Economic Assistance: Sewerage

Agreement amending the agreement of September 30, 1978.
Signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0091

FIRST AMENDMENT
TO
PROJECT GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
CAIRO SEWERAGE

Dated: SEPTEMBER 27, 1981

First Amendment, dated September 27, 1981, to the Grant Agreement, dated September 30, 1978,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Cairo Sewerage ("Grant Agreement").

SECTION 1. The Grant Agreement is hereby amended as follows:

(a) Article 1 is revised by deleting "Borrower" and substituting "Grantee".

(b) The first paragraph of Section 2.1 is deleted in its entirety and the following substituted therefor:

"SECTION 2.1. Definition of the Project. The Project, which is further described in Annex 1, will consist of assistance to the Grantee to upgrade and plan the expansion of Cairo's wastewater collection and disposal system."

(c) Section 2.2. is added as follows:

"SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance."

(d) SECTION 3.1 is amended by deleting "Twenty-Five Million ('U.S.') Dollars ($25,000,000)" and by substituting "Ninety-Nine Million One Hundred Thousand ('U.S.') Dollars ($99,100,000)".

(e) SECTION 3.1 is further amended by deleting the final sentence thereof and adding at the end of that Section a new paragraph to read as follows:

"The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Twenty-seven Million Three Hundred Thousand ('U.S.') Dollars ($27,300,000)."

---

[1] TIAS 9556; 30 UST 6313. [Footnote added by the Department of State.]

(f) SECTION 3.2 is revised by deleting "Thirty-One Million Five Hundred Thousand Egyptian Pounds (L.E. 31,500,000)" and substituting "One Hundred Seventeen Million Nine Hundred Fifty Thousand Egyptian Pounds (L.E. 117,950,000)."

(g) SECTION 3.3 is amended by deleting "November 1, 1983" and substituting "December 31, 1985".

(h) The following new sections are added after Section 4.6:

"SECTION 4.7. Conditions Precedent to Disbursement of Funds Made Available Under First Amendment. Prior to any disbursement, or to the issuance of any commitment documents for funds made available under the First Amendment to this Agreement, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons who will act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) Evidence of the designation and/or establishment by the Grantee of a managerial entity, or entities, the organizational structure of which is appropriate for supervision of project activities; and

(c) Such other information and documentation as A.I.D. may reasonably request."

"SECTION 4.8 Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.7 have not been met within 120 days from the date of this Amendment, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Amendment by written notice to Grantee."

"SECTION 4.9 Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.7 have been met, it will promptly notify the Grantee."

(i) The following new sections are added after Section 5.2:

"SECTION 5.3. Financial Reporting Systems. The Grantee agrees to develop, institute, and maintain, with the assistance of A.I.D.:

(1) Such financial reporting systems as are necessary to the valuation of the capital plant and operating and maintenance expenses; and

(2) Such budgetary and accounting systems as are necessary to accurately determine and allocate expenditures for capital plant, operating and maintenance, and debt repayment costs."

"SECTION 5.4. Employees. The Grantee agrees to undertake such measures, including sufficient employee acquisition and reten-

tion for project-related purposes. The Grantee also agrees to consider a program of salary reforms."

"SECTION 5.5. Tariff System. The Grantee agrees to develop a staged program for the introduction of tariffs or other mechanism that can be used to cover the costs of operation and maintenance and debt repayment."

(j) A new Section 6.2 is added after Section 6.1 as follows:

"SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.1A will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs")."

(k) A new Section 7.1A is added after Section 7.1 as follows:

"SECTION 7.1A. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency."

(l) The following new section is added after Section 7.3:

"SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.1A, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt."

(m) Section 8.1 is deleted in its entirety and a new Section 8.1 is substituted as follows:

"SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under the Agreement will be in writing or by telegram or cable,

and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Reconstruction, Housing and Land Reclamation
1, Ismail Abaza Street
Cairo, Egypt

Organization for the Execution of the Greater Cairo Wastewater Project
Orabi Street and Galaa Street
Cairo, Egypt

(n) Section 8.2 is deleted in its entirety and a new Section 8.2 is substituted as follows:

"Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals, holding or acting in the office of Minister of Economy, Minister of State for Economy, Senior Undersecretary of State for Economic Cooperation with U.S.A., and/or Chairman of the Organization for the Execution of the Greater Cairo Wastewater Project, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority."

(o) Annex 1 is deleted in its entirety and a new Annex I, attached to this Amendment, is substituted therefor.

Section 2. This First Amendment shall enter into force when signed by both parties hereto.

Section 3. Except as specifically amended herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By : A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title : *Deputy Prime Minister for Economic & Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By : ALFRED L. ATHERTON JR.

Name: Alfred L. Atherton, Jr.

Title : *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

By : S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title : *Minister of State*

MINISTRY OF RECONSTRUCTION, HOUSING AND LAND RECLAMATION

By : H KAFRAWI

Name: Eng. Hassaballah El Kafrawi

Title : *Minister of State*

ORGANIZATION FOR THE EXECUTION OF THE GREATER CAIRO WASTEWATER PROJECT

By : ATTALLA SAFWAT

Name: Eng. Attalla Safwat

Title : *Chairman*

PROJECT DESCRIPTION
CAIRO SEWERAGE

The Project provides for four elements:

1) Continuation and expansion of rehabilitation construction activities of portions of the collection system undertaken in the original Cairo Sewerage Project;

2) Detailed design of system expansion projects including the central tunnel and west bank collector systems and the functional design of wastewater treatment plants;

3) Continuation of training of GOSSD personnel and the institution of management advisory services; and

4) Development of a program for wastewater disposal in unsewered areas.

Rehabilitation efforts at major, subsidiary and pneumatic ejector stations and associated force mains will increase the conveyance capacity of the existing system and will reduce the flooding that is continuously occurring in many parts of Cairo. Also, rehabilitation will enable some system expansion to unsewered areas. The detailed design of system expansion projects will provide the basis for major expansion of the system on both east and west banks. It will include the design of the central and branch tunnels on the east bank developed in conjunction with GOE and other donor funding. On the west bank, it will include projects in Embaba, Boulac el Dakrour and the Pyramids area. Training is designed to increase the skill levels of managerial, technical, financial and support personnel. Management advisory services will be designed to assist in a number of areas including financial management and control; development of personnel policies and practices; and productivity improvement and material management. A.I.D. will fund incentives for employees engaged in project activities. The program for unsewered areas will include pilot demonstration programs in Giza, Cairo and/or Qalioubeya Governorate.

The project is expected to be fully completed by the end of 1985 and will include the services of U.S. and Egyptian contractors, design and management consulting firms. The rehabilitation activities at the pump stations and force mains will be carried out by U.S. contractors while Egyptian contractors will construct the smaller sewers in flooding areas. Design and construction supervision of all elements will be a joint U.S. Egyptian effort. It is expected that approximately 60 subsidiary pump stations, 4 major pump stations and 40 ejector stations will be rehabilitated along 17 sections of force main by mid-1983.

By the end of 1985 construction projects will be completed in a number of flooding areas on the east and west banks. Designs for system expansion will be completed by early 1983. Training will continue through 1984 while advisory services will proceed through the project. The demonstration projects in unsewered areas will be completed by mid-1983.

TIAS 10281

Summary Cost Estimate* and Financial Plan

(8 Million or LE Million)

Annex I

Project Inputs	Original Project			Amendment				Total			
	AID (FX) ($)	GOE (LE)	Other (FX) ($)	AID (FX) ($)	AID (LC) (LE $ Eq.)	GOE (LE)	Other (FX) ($)	AID (FX) ($)	AID (LC) (LE $ Eq.)	GOE (LE)	Other (FX) ($)
A. Rehabilitation											
a. Primary System	17.2	2.9	6.8	23.4	6.9	4.8	----	40.6	6.9	7.7	6.8
b. Secondary System	0.6	0.4	0.4	2.3	14.7	10.3	----	2.9	14.7	10.7	0.4
c. Collector System Expansion on West Bank	----	----	----	16.3	----	70.4	----	16.3	----	70.4	----
d. Maintenance Equipment	3.3	----	----	4.0	0.2	0.2	----	7.3	0.2	0.2	----
e. Incentives	----	----	----	----	2.0	1.4	----	----	2.0	1.4	----
Subtotal	21.1	3.3	7.2	46.0	23.8	87.1	----	67.1	23.8	90.4	7.2
B. Design of System Expansion Projects	3.2	2.9	3.9	14.2	----	7.7	17.3	17.4	----	10.6	21.2
C. Training and Management Advisory Services	0.7	0.6	0.5	8.0	----	5.6	----	8.7	----	6.2	0.5
D. Intervention in Unsewered Areas	----	----	----	1.5	1.0	0.7	----	1.5	1.0	0.7	----
Contingency	----	----	----	7.0	2.5	10.0	----	7.0	2.5	10.0	----
Total	25.0	6.8	11.6	76.7	27.3	111.1	17.3	101.7	27.3	117.9	28.9

*A.I.D.'s contribution to the total Project will be provided in increments, in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to the availability of funds to A.I.D. for this purpose, and to the mutual Agreement of the Parties, at

PROJECTED YEARLY EXPENDITURES BY
SOURCE OF FUNDS ($ MILLION)

	1980	1981	1982	1983	1984	1985	Total
AID							
FX (Original Financing)	2.0	8.0	15.0	....	....	....	25.0
FX (Amendment)	....	....	21.9	30.9	17.8	6.1	76.7
LC (Amendment)	....	....	8.8	7.7	5.5	5.3	27.3
Subtotal	2.0	8.0	45.7	38.6	23.3	11.4	129.0
GOE							
(Original Financing)	3.0	5.2	8.4	22.8	5.6	....	45.0
(Amendment)	....	....	....	....	83.2	40.3	123.5
ODA							
(Original Financing)	2.5	....	....	....	....	....	2.5
(Amendment Financing)	3.1	5.7	5.8	7.8	....	....	22.4
Other							
(Amendment)	....	....	4.0	....	....	....	4.0
Total	10.6	18.9	63.9	69.2	112.1	51.7	326.4

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-21-447

10282

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10282

ECONOMIC ASSISTANCE

Stability Grant

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY

Signed at Ankara November 20, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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TURKEY

Economic Assistance: Stability Grant

Agreement signed at Ankara November 20, 1981;
Entered into force November 20, 1981.

ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the 20th day of November, 1981 between the Government of the Republic of Turkey ("Turkey"), and the United States of America acting through the Agency for International Development ("A.I.D."), together referred to as the "parties".

WHEREAS, the Government of the United States, acting through the Agency for International Development, is desrious of supporting the efforts of the Government of the Republic of Turkey to stabilize its economy:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Grant

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to Turkey under the terms of this Agreement not to exceed ONE HUNDRED MILLION United States Dollars ($100,000,000) (the "grant") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1 Disbursement

Prior to disbursement of the grant or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, Turkey will,

[1] 75 Stat. 424; 22 U.S.C. § 2151.

except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 2.2 Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Turkey.

SECTION 2.3 Terminal Date for Conditions Precedent

If all the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by written notice to Turkey.

ARTICLE III

Disbursements

SECTION 3.1 Deposit of Disbursements

After satisfaction of the conditions precedent, at the written request of Turkey, A.I.D. will deposit in a bank or banks designated in writing by Turkey the sum of ONE HUNDRED MILLION Dollars ($100,000,000).

SECTION 3.2 Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank or banks designated pursuant to Section 3.1.

ARTICLE IV

Special Covenant

SECTION 4.1

Turkey agrees that the assistance will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE V

Miscellaneous

SECTION 5.1 Communications

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situation and related problems of Turkey as reasonably may be requested in writing by A.I.D. Any notice, request, documents or other communication submitted by either party

to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To TURKEY: Ministry of Finance
Government of the Republic of Turkey
Ankara, Turkey

To A.I.D.: Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D.C. 20523

All such communications will be in English, unless the parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

SECTION 5.2 Representatives

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized an instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 5.3 Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the parties.

IN WITNESS WHEREOF, the Republic of Turkey and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA	FOR THE REPUBLIC OF TURKEY
ROBERT STRAUSZ-HUPE	KAYA ERDEM
Robert Strausz-Hupe *American Ambassador*	Kaya Erdem *Minister of Finance*

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-448

10283

ECONOMIC ASSISTANCE

Stability Grant

Agreement Between the
UNITED STATES OF AMERICA
and ISRAEL

Signed December 31, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ISRAEL

Economic Assistance: Stability Grant

Agreement signed December 31, 1981;
Entered into force December 31, 1981.

A.I.D. Grant No: 271-K-61

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 31, 1981

AGREEMENT, dated the 31st of December 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, A.I.D. intends to provide a total of Eight Hundred Six Million United States Dollars ($806,000,000) as cash assistance to Israel during Fiscal Year 1982 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed, and

WHEREAS, Congress has not made the entire amount of such funds available at this time,

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

The Grant

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended[1], agrees to grant to Israel under the terms of this Agreement not to exceed Four Hundred Three Million United States Dollars ($403,000,000) (the "Grant").

[1] 75 Stat. 424; 22 U.S.C. § 2151

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent

Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 2.2 Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.

SECTION 2.3. Terminal dates for Conditions Precedent

If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

ARTICLE III

Disbursement

SECTION 3.1 Disbursement of the Grant

After satisfaction of the conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of Four Hundred Three Million United States Dollars ($403,000,000).

SECTION 3.2 Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank designated by Israel in accordance with Section 3.1.

ARTICLE IV

Special Covenants

SECTION 4.1. No Use for Military Purpose

It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 4.2. Use Only Within Pre-1967 Boundaries

Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

ARTICLE V

Miscellaneous

SECTION 5.1 Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel: Economic Minister
Embassy of Israel
3514 International Drive, N.W.
Washington, D. C. 20008

To A.I.D.: Director, Office of Project Development
Bureau for Near East
Agency for International Development
Washington, D. C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

SECTION 5.2 Representatives

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the Office of Economic Minister, Embassy of Israel and A.I.D. will be represented by the individual holding or acting in the Office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 5.3. Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the Parties.

IN WITNESS WHEREOF, Israel and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as the day and year first above written.

GOVERNMENT OF ISRAEL

Dan Halpe[illegible]in
Minister, Economic Affairs

UNITED STATES OF AMERICA

W. Antoinette Ford
Assistant Administrator
Bureau for Near East

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-538

10284

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10284

ECONOMIC ASSISTANCE

Production and Employment

Agreement Between the
UNITED STATES OF AMERICA
and JAMAICA

Signed at Kingston December 29, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

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JAMAICA

Economic Assistance: Production and Employment

Agreement signed at Kingston December 29, 1981;
Entered into force December 29, 1981.

A.I.D. Loan Number 532-K-017

Project Number 532-0089

LOAN AGREEMENT

BETWEEN

THE GOVERNMENT OF JAMAICA

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

FOR

PRODUCTION AND EMPLOYMENT II LOAN

DATE: December 29, 1981

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PRODUCTION AND EMPLOYMENT II

LOAN AGREEMENT

BETWEEN THE

GOVERNMENT OF JAMAICA

AND THE

UNITED STATES OF AMERICA

By this Agreement made and entered into on the 29th day of December, 1981, the Government of Jamaica (hereinafter referred to as the "Borrower") and the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby agree as follows:

Section 1. The Loan

A. The Loan. For the purposes of providing immediate balance of payments support to the Borrower and to stimulate production, exports and employment in Jamaica, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Thirty-eight Million United States ("U.S.") Dollars ($38,000,000) ("Loan"). The aggregate amount of disbursements under the Loan shall be referred to herein as "Principal."

B. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5 hereof) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

C. Repayment. The Borrower will repay to A.I.D. the Principal within twenty(20) years from the date of the first disbursement of the Loan in twenty-one (21) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Subsection B. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Subsection after the final disbursement under the Loan.

D. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International

[1] 75 Stat. 424; 22 U.S.C. § 2151.

Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

E. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

F. Renegotiation of Terms.

(i) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Jamaica, which enable the Borrower to repay the Loan on a shorter schedule.

(ii) Any request by either party to the other to so negotiate will be made pursuant to Section 12, and will give the name and address of the person or persons who will represent the requesting party in such negotiations.

(iii) Within thirty (30) days after delivery of a request to negotiate, the requested party will communicate to the other, pursuant to Section 12, the name and address of the person or persons who will represent the requested party in such negotiations.

(iv) The representatives of the parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested party's communication under clause (iii). The negotiations will take place at a location mutually agreed upon by the representatives of the parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of Finance in Jamaica.

G. Termination on Full Payment. Upon payment in full of the Principal and accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Section 2. Conditions Precedent to Disbursement.

A. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(i) an opinion of the Attorney General of the Borrower, or other counsel satisfactory to A.I.D., that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(ii) a statement of the name or names of the persons holding or acting in the office of the Borrower specified in Section 13, and a specimen signature of each person specified in such statement; and

(iii) all reports due to A.I.D. at that time in accordance with the terms and conditions of the first Production and Employment Loan (No. 532-K-014) and a report relating to the U.S. goods and services imported thereunder.

B. Subsequent Disbursement. Prior to disbursement under this Agreement, or to the issuance of documentation pursuant to which disbursement will be made, in excess of $5,000,000, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish or cause to be furnished to A.I.D., in form and substance satisfactory to A.I.D., evidence that:

(i) the Borrower is substantially meeting conditions contained in its agreement with the International Monetary Fund ("IMF"); and

(ii) the Borrower and the International Bank for Reconstruction and Development ("IBRD") have reached substantial agreement with respect to the proposed Structural Adjustment Loan.

Section 3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 2 have been met, it will promptly notify the Borrower.

Section 4. Terminal Dates for Conditions Precedent.

A. First Disbursement. If the conditions specified in Section 2.A. have not been met within sixty (60) days from the date this Agreement is made and entered into, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Borrower.

B. Subsequent Disbursement. If the conditions specified in Section 2.B. have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Borrower and A.I.D. will terminate.

Section 5. Disbursement. Disbursement of the Loan funds made available under this Agreement will be made in two installments pursuant to requests for disbursement by the Borrower and subsequent to satisfaction of the Conditions Precedent to disbursement under Section 2. Each request for

disbursement will be submitted to the Mission Director, USAID Mission to Jamaica, in a form and in substance satisfactory to A.I.D. In accordance with each request for disbursement, A.I.D. will deposit the funds into an account of the Borrower at a United States bank in the United States designated by the Borrower.

Section 6. Terminal Date for Requesting Disbursement. The terminal date for requesting disbursements of Loan funds will be six (6) months from the date this Agreement was made and entered into, except as A.I.D. may otherwise agree in writing.

Section 7. Use of Local Currency. The Borrower agrees that currency of Jamaica equivalent in amount to the United States dollar disbursements hereunder shall be allocated to finance the local currency cost of development programs in Jamaica. The highest rate of exchange which is not unlawful in Jamaica on the date of dollar disbursements shall be used in determining the total amount required to be so allocated. Allocation of these funds will be as agreed upon by the Borrower and A.I.D. The Borrower will submit to A.I.D. Quarterly Activity Status Reports which will show actual disbursements by activity.

Section 8. Taxation. This Agreement and the amount to be loaned hereunder shall be free from any taxation or fees imposed under any laws in effect within Jamaica.

Section 9. Use of Funds.

A. Ineligible Procurement. The United States Dollar funds provided hereunder shall be available as free foreign exchange assets of the Borrower. However, the Borrower agrees that such funds shall not be used to finance military requirements of any kind including the procurement of commodities or services for military purposes and shall not be used to finance luxury items, food or pesticides which are not registered by the U.S. Environmental Protection Agency without restriction.

B. U.S. Imports. The Borrower agrees that within twelve (12) months of the date of each disbursement by A.I.D. of U.S. Dollar funds under this Agreement, the Borrower shall import or cause to be imported into Jamaica goods and/or services from the United States in an amount at least equivalent to the amount of each such disbursement. Documentation evidencing imports attributed to the funds provided under this Agreement shall be retained by the Bank of Jamaica as part of its files related to this Agreement and shall be available for review and/or audit in accordance with Section 10 hereof.

C. Imports Reports. The Borrower agrees that within fifteen (15) months of the date of each disbursement by A.I.D. of U.S. dollar funds under this Agreement, the Borrower will submit to A.I.D. a list of the goods and/or

services against which the Borrower attributed the United States Dollar loan proceeds pursuant to Section 9.B.

Section 10. Records. The Borrower agrees to maintain financial records relating to the utilization of U.S. Dollar funds loaned by A.I.D. under this Agreement, and to local currency funds allocated pursuant to this Agreement, by use of the Borrower's usual accounting procedures, which shall follow generally accepted accounting procedures. All such financial records shall be maintained for at least three years after the final disbursement, and shall be made available at any reasonable time to authorized representatives of A.I.D. for the purpose of examination and inspection.

Section 11. Termination; Remedies.

A. Cancellation by Borrower. The Borrower may, by giving A.I.D. thirty (30) days written notice, cancel any part of the Loan which has not been disbursed.

B. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(i) to pay when due any interest or installment of Principal required under this Agreement; or

(ii) to comply with any other provision of this Agreement; or

(iii) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time, such unrepaid Principal and accrued interest hereunder will be due and payable immediately.

C. Suspension. If at any time:

(i) an Event of Default has occurred; or

(ii) an event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(iii) any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(iv) the Borrower shall have failed to pay when due any interest, installment of principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may decline to make any disbursements under this Agreement.

D. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 11.C., the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed.

E. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

F. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

Section 12. Communications. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Borrower:

The Financial Secretary
Ministry of Finance
30 National Heroes Circle
Kingston 4

To A.I.D.:

USAID Mission to Jamaica
American Embassy Kingston
Kingston, Jamaica

Section 13. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance, and A.I.D. will be represented by the individual holding or acting in the office of the Mission Director, USAID Mission to Jamaica, each of whom, by written notice, may designated additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, the Government of Jamaica and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF JAMAICA

By: [1]

Title: Minister of Finance

UNITED STATES OF AMERICA

By: [2]

Title: Assistant Secretary of State

By: [3]

Title: Ambassador

By: [4]

Acting Director USAID

Title: Mission to Jamaica

[1] Edward P. G. Seaga.
[2] Thomas O. Enders.
[3] Loren E. Lawrence.
[4] Frank L. Morris.

TIAS 10284

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-534

10285

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10285

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending and Extending the
Agreement of June 2, 1977,
as Amended

Effected by Exchange of Letters
Signed at Mexico October 14, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

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". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending and extending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico October 14, 1981;
Entered into force October 14, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO, D.F.

OCTOBER 14, 1981

His Excellency
Lic. OSCAR FLORES
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, in order to extend the period of time covered by the agreement of June 2, 1977 by a period of one year and to increase by U.S. $1,000,000 the funding provided under that same agreement, as amended ten times thereafter.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "and supply support within a four year period," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "and supply support within a five year period."

The Government of the United States therefore further agrees to delete the phrase, "Twenty-Five Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $25,596,-235)" in the second paragraph of our same letter, as previously amended, and substitute therefor the phrase, "Twenty-Six Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $26,596,235).

Finally, the Government of the United States further agrees to delete the phrase, "the provision of further funds for an additional two years" in the second paragraph of our same letter and substitute therefor the phrase, "the provision of further funds for an additional three years."

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[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249; 29 UST 2496; 30 UST 1285; 31 UST 4760, 5913; 32 UST; 33 UST.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN

John Gavin
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., octubre 14 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, para efectos de extender el período cubierto por el convenio de fecha 2 de junio de 1977 por un período adicional de un año, y aumentar por U.S. -- $1,000,000 los fondos proporcionados por el citado convenio, a su vez enmendado en diez ocasiones subsiguientes. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "y apoyo de abastecimiento dentro de un período de cuatro años," en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "y apoyo de abastecimiento dentro de un período de cinco años."

El Gobierno de los Estados Unidos, nuevamente, está de acuerdo en suprimir la frase, "Veinticinco Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. - - - - - $25,596,235), "en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintiseis Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $26,596,235)."

En conclusión, el Gobierno de los Estados Unidos está de acuerdo además en suprimir la frase, "el suministro de fondos adicionales por dos años más," en el segundo párrafo de dicha carta, y substituir la frase, "el suministro de fondos adicionales por tres años más."

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., October 14, 1981

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of October 14, 1981, which, translated into Spanish, reads as follows:

[For text of English Language, see pp. 2-3.]

I wish to inform you that the Government of Mexico is in agreement with the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

His Excellency
John Gavin,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-540

10286

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10286

SPACE RESEARCH

Active Magnetospheric Particle Tracer Explorers

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC OF
GERMANY

Signed at Washington October 15, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FEDERAL REPUBLIC OF GERMANY

Space Research: Active Magnetospheric Particle Tracer Explorers

Memorandum of understanding signed at Washington
October 15, 1981;
Entered into force October 15, 1981.

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY OF THE
FEDERAL REPUBLIC OF GERMANY
ON THE PROJECT OF
ACTIVE MAGNETOSPHERIC PARTICLE TRACER EXPLORERS

The National Aeronautics and Space Administration (NASA) of the United States of America and the Federal Minister for Research and Technology (BMFT) of the Federal Republic of Germany as the parties to this Memorandum of Understanding:

recalling with satisfaction the considerable amount of cooperation already conducted between them in the area of space science;

desiring to extend the fruitful cooperation developed in previous space projects;

convinced that such cooperation will continue to produce benefits to both Parties;

have agreed as follows:

Article 1 - Purpose

NASA and BMFT each set forth in this Memorandum of Understanding their general understandings as to the general responsibilities of the Parties and the terms and conditions under which they have agreed to undertake a cooperative spacecraft project, the Active Magnetospheric Particle Tracer Explorers (hereinafter referred to as AMPTE), which utilizes two spacecraft to investigate sun-earth coupling by active experimentation.

Article 2 - Mission

The primary scientific objective of the mission is to study the entry of solar wind ions into the magnetosphere and the processes by which particles are energized in the magnetospheric tail. Tracer ions (lithium and barium) will be released and measured in the solar wind and within the distant magnetosphere. The AMPTE mission will also seek to obtain

comprehensive measurements of the composition and dynamics of the natural charged particle populations within the Earth's magnetosphere. Furthermore, it is intended to study, by in-situ measurements and by remote optical observations, the interactions of released and ambient plasmas.

In addition, the mission will serve to establish values of physical parameters necessary for planning and execution of active experiments on Shuttle/Spacelab missions.

To carry out this project, NASA and BMFT plan to develop and launch two spacecraft. The Charge Composition Explorer (CCE) will be launched in 1984 on a Delta vehicle into a highly elliptical orbit with an apogee of eight Earth radii. The Ion Release Module (IRM) will be launched on the same vehicle with an additional kick stage to place it in a highly elliptical orbit with an apogee of about twenty Earth radii. Ion releases will be made by the IRM and ions will be detected by the CCE. Ground observations will supplement the spacecraft data.

Article 3 - Responsibilities of NASA

To implement this cooperative project, NASA will use its best efforts to carry out the following responsibilities:

(a) Design, fabricate, test, integrate and prepare for launching a complete CCE spacecraft, including its apogee kick stage.

(b) Provide the CCE Medium Energy Particle Analyzer (MEPA).

(c) Provide the CCE Hot Plasma Composition Experiment (HPCE).

(d) Provide the collimator, time-of-flight section, and the high voltage power supplies for the CCE Charge Energy Mass Spectrometer (CHEM).

(e) Provide specifications of the environmental conditions in the launch vehicle and the appropriate mechanical and electrical interfaces to the BMFT for use in preparing the IRM for launch.

(f) Launch the CCE and the IRM on the same Delta launch vehicle.

(g) Conduct tracking and telemetry operations for the CCE as defined in the NASA/BMFT AMPTE Project Plan (as defined in Article 5d) and the Support Instrumentation Requirements Document (SIRD).

(h) Provide periodic tracking and telemetry support for the IRM as mutually agreed and defined in the NASA/BMFT AMPTE Project Plan and SIRD.

(i) Process CCE science data, and provide these data to the Investigators in a form suitable for scientific analysis.

(j) Arrange for procurement of the IRM perigee kick stage. The cost will be shared equally by NASA and BMFT. A Deposit Account at NASA will be used for this purpose.

Article 4 - Responsibilities of BMFT

BMFT will use its best efforts to carry out the following responsibilities:

(a) Design, fabricate, test, integrate and prepare for launching a complete IRM spacecraft, including the chemical release canisters and a magnetometer, and deliver it to the Kennedy Space Center.

(b) Provide additional diagnostic instrumentation on the IRM, provided the agreed primary mission objectives and the presently scheduled launch date are not impacted.

(c) Select, integrate and prepare for launching the IRM perigee kick stage.

(d) Provide analog electronics and data processing unit (DPU) for the CHEM instrument and support the participation of the Max Planck Institute for Aeronomy (MPAE) in the CHEM operations and analysis.

(e) Support the participation of the Max Planck Institute for Physics and Astrophysics in the part development of electron sensors of the HPCE.

(f) Support the participation of German personnel in Joint Working Group and review meetings, integration, launch, and operations activities and observation campaign in the U.S. and elsewhere.

(g) Conduct tracking and telemetry operations for the IRM as defined in the NASA/BMFT AMPTE Project Plan.

(h) Process and provide IRM orbital and science data to the Investigators in a form suitable for scientific analysis.

(i) Coordinate, in consultation with NASA, ground-based, airborne and other geophysical observations prior to and during the chemical releases.

(j) Support the procurement of the IRM perigee kick stage on a cost-shared basis as noted in Article 3, paragraph (j).

Article 5 - Management

(a) The NASA will establish an AMPTE Project Office to provide for project planning and management. This office will be responsible for the overall design, fabrication, test, integration, in-orbit verification and operation of the CCE as well as the launch of both the CCE and the IRM spacecraft. The Project Office will be headed by an AMPTE Project Manager, designated by NASA. Responsibility for management of the AMPTE project resides with the AMPTE Project Manager.

(b) The NASA AMPTE Project Manager will be responsible for representing the AMPTE payload 'CCE and IRM' in all payload/ Delta vehicle integration activities at the Kennedy Space Center.

(c) The BMFT will designate an AMPTE Project Manager, who will be responsible for the overall design, fabrication, test, integration, delivery, in-orbit verification and operation of the IRM.

(d) The two Project Managers will prepare and agree to a NASA/BMFT AMPTE Project Plan, which will then be approved by NASA and the BMFT. This Plan will contain detailed statements as to how this cooperative project is to be carried out, including mission planning, spacecraft and instrument description, interface requirements, number of models and hardware parts, necessary documentation and software, delivery schedules, planned testing, provisions for configuration control, data format compatibility and such other technical information as the Project Managers, or NASA and the BMFT, deem to be necessary for project control. The Project Plan may be amended by mutual agreement of the Project Managers. In case of conflict between the Project Plan and this Memorandum of Understanding (MOU), the MOU will prevail.

(e) An AMPTE Joint Working Group (JWG) will be established under the co-chairmanship of the Project Managers. The NASA and BMFT Program Managers and Program Scientists will be Ex-Officio members of the JWG. Its purpose will be to assure technical coordination between NASA and BMFT during implementation of the Project and to assist in resolving questions of mutual interface. The JWG may form committees as appropriate to assist in carrying out its responsibilities.

(f) The Project Managers will decide all issues where this Memorandum of Understanding calls for mutual agreement. If they are unable to come to an agreement on a particular issue, the issue will be resolved by mutual agreement between the NASA

Director of the Solar Terrestrial and Astrophysics Division and the responsible BMFT official. If agreement is not reached, the matter will be referred to the responsible NASA Associate Administrator and the responsible BMFT official, subject to the application of the Provisions of Article 15 of this Memorandum of Understanding.

(g) Each party will designate a Principal Investigator. They are responsible for the development of the scientific investigations for the mission and for assuring that the data are effectively used and that the results are expeditiously produced.

(h) A Joint Science Working Group will be established under the co-chairmanship of the two Principal Investigators. This group will discuss all scientific aspects of the mission and advise the Project Managers in the fulfillment of their responsibilities.

Article 6 - Flight Readiness

NASA after consultation with the BMFT, will make final determination of the overall readiness of AMPTE for launching. This determination will be based on periodic reviews such as concept, design, acceptance, safety and flight readiness reviews. The CCE reviews will be conducted and chaired by NASA with BMFT in attendance. The IRM reviews will be co-chaired by BMFT and NASA. These reviews will address the concept of design and readiness for flight of both AMPTE spacecraft. Both sides will furnish engineering and programmatic data as agreed by the Project Managers.

Article 7 - Data Rights

(a) The information concerning environmental conditions, safety requirements, peaceful purposes, interface and integration to be exchanged between the Parties will be provided without restrictions.

(b) All AMPTE Investigators will be expected to share data with one another, under procedures to be decided by the AMPTE Joint Science Working Group, in order to obtain the planned scientific return from the mission. The investigator team will have a period of one year from acquisition of the data to perform verification and calibration in order to provide suitable data sets for general release to the scientific community and summaries for deposit in the National Space Science Data Center. Such records will then be available to the international scientific community through the World Data Center for Rockets and Satellites.

(c) The results obtained from AMPTE will be made available to the scientific community in general through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. In the event such reports or publications are copyrighted, BMFT and NASA shall have a royalty free right under the copyright to reproduce and use such copyrighted work for their purposes.

(d) Without prejudice to the first publication rights of Investigators, raw scientific data from AMPTE will be available for use by NASA and BMFT.

Article 8 - Specifications and Standards

The AMPTE Project Managers will review and mutually agree as to which standards and specifications will be considered to constitute the requirements for control purposes in the AMPTE Project. The agreed standards and specifications, and their exceptions, if any, will be referenced as part of the NASA/BMFT AMPTE Project Plan.

Article 9 - Funding Arrangements

NASA and BMFT will each bear the costs of discharging their respective responsibilities, including travel and subsistence of its own personnel and transportation charges on all equipment for which it is responsible.

Article 10 - Customs

NASA and BMFT will each use their best efforts to arrange in their respective countries for free customs clearance of equipment required in this project.

Article 11 - Public Information

Release of public information regarding the joint project may be made by NASA and BMFT for their own portion of the project as desired and, insofar as the participation of the other is involved, after suitable consultation.

Article 12 - Liability

NASA and BMFT agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this cooperative effort, neither NASA or BMFT shall make any claim with respect to injury to or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by NASA, BMFT or any other person involved in such operations, whether such injury, death or damage arises through negligence or otherwise.

In the event of damage to other persons or property, for which damage there is liability under international law or the principles of the Convention on International Liability for Damage caused by Space Objects,[1] NASA and BMFT shall consult promptly on an equitable sharing of any payments that have been or may be agreed in settlement.

Each party shall be liable and agrees to indemnify the other party, for any patent infringement costs incurred as a result of items and processes provided by it or its contractors or subcontractors in the course of this project.

Article 13 - Limits of Obligation

It is understood that the ability of the BMFT and NASA to carry out their obligations is subject to their respective funding procedures.

Article 14 - Scope of Applicability

This agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this agreement.

Article 15 - Amendments

Each party may propose to the other amendments to this Memorandum of Understanding in writing. Such amendments shall be established by mutual agreement of the Parties.

Article 16 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof, and shall remain in effect until three years after launch of the AMPTE and thereafter, unless after that date either party should terminate. Notice to terminate is to be given with one-year's notice.

Done the 15th day of October, 1981, in duplicate in the English and German languages, both texts being equally authentic.

[2]
The Administrator of the
United States National
Aeronautics and Space
Administration

[3]
The Federal Minister
for Research and Technology
of the Federal Republic
of Germany

[1] Done Mar. 29, 1972. TIAS 7762; 24 UST 2389.
[2] James M. Beggs.
[3] Andreas von Bülow.

VEREINBARUNG

ZWISCHEN

DEM BUNDESMINISTER FÜR FORSCHUNG UND TECHNOLOGIE

DER

BUNDESREPUBLIK DEUTSCHLAND

UND

DER NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

DER

VEREINIGTEN STAATEN VON AMERIKA

ÜBER DAS PROJEKT

AKTIVES MAGNETOSPHÄREN-PLASMA-EXPERIMENT MIT SPURENIONEN

Der Bundesminister für Forschung und Technologie (BMFT) der Bundesrepublik Deutschland und die National Aeronautics and Space Administration (NASA) der Vereinigten Staaten von Amerika, als Vertragsparteien dieser Vereinbarung in Anbetracht der bisher bereits zur Zufriedenheit durchgeführten

umfangreichen Zusammenarbeit zwischen den Vertragsparteien auf dem Gebiet der Weltraumforschung;

von dem Wunsch geleitet, die bei früheren Weltraumprojekten entwickelte fruchtbare Zusammenarbeit auszuweiten;

in der Überzeugung, daß eine solche Zusammenarbeit beiden Vertragsparteien auch in Zukunft Nutzen bringen wird -

haben folgendes vereinbart:

Artikel 1 - Zweck

Das BMFT und die NASA legen in dieser Vereinbarung ihre allgemeinen Absprachen über die allgemeinen Verpflichtungen der Vertragsparteien und die Bedingungen fest, zu denen sie übereingekommen sind, ein gemeinsames Satellitenprojekt durchzuführen, und zwar ein Aktives Magnetosphären-Plasma-Experiment mit Spurenionen (Active Magnetospheric Particle Tracer Explorers), im folgenden AMPTE genannt, das sich auf zwei Raumfahrzeuge zur Erforschung der Wechselwirkung zwischen Sonne und Erde mittels aktiver Experimente stützt.

Artikel 2 - Vorhaben

Wissenschaftliches Hauptziel des Vorhabens ist die Untersuchung, wie die Ionen des solaren Windes in die Magnetosphäre eintreten und welche Prozesse den Teilchen im Magnetosphärenschweif Energie zuführen. Dazu werden Spurenionen (Lithium und Barium) ausgestoßen sowie im solaren Wind und in den

äußeren Bereichen der Magnetosphäre gemessen. Das AMPTE-Vorhaben soll ferner umfassende Meßwerte über Zusammensetzung und Dynamik der natürlichen Ladungsträger in der Erdmagnetosphäre erbringen. Weiterhin soll durch Messungen vor Ort und optische Fernbeobachtungen die Wechselwirkung zwischen dem ausgestoßenen und dem vorhandenen Plasma untersucht werden.

Zusätzlich soll das Vorhaben zur Bestimmung der Werte physikalischer Meßgrößen dienen, die für die Planung und Durchführung aktiver Experimente bei SHUTTLE/SPACELAB-Vorhaben notwendig sind.

Zur Durchführung dieses Projekts planen BMFT und NASA die Entwicklung und den Start zweier Raumfahrzeuge. Der Diagnose-Satellit (Charge Composition Explorer (CCE)) wird 1984 mit einer DELTA-Rakete in eine stark elliptische Umlaufbahn mit einem Apogäum von 8 Erdradien gebracht. Der Ionenausstoß-Modul (Ion Release Module (IRM)) wird mit derselben Trägerrakete gestartet und mit einem zusätzlichen Motor ausgerüstet, um den Modul in eine stark elliptische Umlaufbahn mit einem Apogäum von ungefähr 20 Erdradien zu bringen. Der Ionenausstoß erfolgt durch das IRM, der Nachweis von Ionen durch den CCE. Bodenbeobachtungen ergänzen die Raumfahrzeugdaten.

Artikel 3 - Aufgaben der NASA

Zur Durchführung dieses gemeinsamen Projekts wird NASA alle Anstrengungen unternehmen, um folgende Aufgaben zu erfüllen:

a) Entwurf, Bau, Erprobung, Integration und Startvorbereitung des vollständigen CCE-Raumfahrzeugs einschließlich des Apogäummotors;

b) Beistellung des CCE-Teilchenanalysators für mittlere Energien (Medium Energy Particle Analyzer (MEPA));

c) Beistellung des CCE-Experiments, Zusammensetzung der heißen Plasmakomponente (Hot Plasma Composition Experiment (HPCE));

d) Beistellung des Kollimators, des Flugzeitmeßteils und des Hochspannungsteils für das CCE-Teilchenspektrometer für Ladung, Energie und Masse (Charge Energy Mass Spectrometer (CHEM));

e) Beistellung von Angaben über die Umweltbedingungen in der Trägerrakete und die geeigneten mechanischen und elektrischen Schnittstellen an das BMFT zur Verwendung bei der Vorbereitung des IRM für den Start.

f) Start von CCE und IRM mit derselben DELTA-Trägerrakete;

g) Wahrnehmung des Bahnverfolgungs- und Telemetriebetriebs für den CCE nach Maßgabe des BMFT/NASA AMPTE-Projektplans im Sinne des Artikels 5, Buchstabe d) und des Dokuments über Hilfsinstrumentierungserfordernisse (Support Instrumentation Requirements Document (SIRD));

h) regelmäßige Unterstützung bei Bahnverfolgung und Telemetrie für das IRM nach gemeinsamer Absprache sowie Maßgabe des BMFT/NASA AMPTE-Projektplans und des SIRD-Dokuments;

i) Aufbereitung der wissenschaftlichen Daten des CCE und deren Übermittlung an die Experimentatoren in einer für die wissenschaftliche Auswertung geeigneten Form;

j) Vorbereitung der Beschaffung eines IRM-Perigäummotors. Die Kosten werden zu gleichen Teilen von BMFT und NASA getragen. Zu diesem Zweck wird ein Konto der NASA benutzt.

Artikel 4 - Aufgaben des BMFT

Das BMFT wird alle Anstrengungen unternehmen, um folgende Aufgaben zu erfüllen:

a) Entwurf, Bau, Erprobung, Integration und Startvorbereitung eines vollständigen IRM-Raumfahrzeugs, einschließlich der chemischen Ausstoßbehälter und eines Magnetometers sowie Transport zum Kennedy Space Center;

b) Beistellung einer zusätzlichen diagnostischen Instrumentierung für das IRM, sofern die vereinbarten Hauptziele des Vorhabens und der gegenwärtig geplante Starttermin nicht berührt werden.

c) Auswahl, Integration und Startvorbereitung des IRM-Motors;

d) Beistellung der Analogelektronik und der Datenverarbeitungseinheit (Data Processing Unit (DPU)) für das CHEM-Experiment; Unterstützung der Teilnahme des Max-Planck-Instituts für Aeronomie (MPAE) an Betrieb und Datenauswertung von CHEM;

e) Unterstützung der Teilnahme des Max-Planck-Instituts für Physik und Astrophysik an der Teilentwicklung von Elektronensensoren für das HPCE-Experiment;

f) Unterstützung der Teilnahme deutschen Personals an Sitzungen der Gemeinsamen Arbeitsgruppe, an Prüfbesprechungen, Integrations-, Start- und Betriebsmaßnahmen sowie an der Beobachtungskampagne in den Vereinigten Staaten oder andernorts;

g) Wahrnehmung des Bahnverfolgungs- und Telemetriebetriebs für das IRM nach Maßgabe des BMFT/NASA AMPTE-Projektplans;

h) Aufbereitung der IRM-Bahn- und wissenschaftlichen Daten und deren Übermittlung an die Wissenschaftler in einer für die wissenschaftliche Auswertung geeigneten Form;

i) Koordinierung der Beobachtungen vom Boden und Flugzeug aus sowie anderer geophysikalischer Beobachtungen vor und während der Durchführung der chemischen Ausstoßexperimente, in Absprache mit der NASA;

j) Unterstutzung bei der Beschaffung des IRM-Perigäum-motors auf Kostenteilungsbasis gemäß Artikel 3 Ziffer j).

Artikel 5 - Betreuung

a) Zur Planung und Betreuung des Projekts setzt die NASA eine AMPTE-Projektstelle ein. Diese Stelle wird verantwortlich sein für Gesamtentwurf, -bau, -erprobung und -integration des CCE-Raumfahrzeugs sowie dessen Überwachung und Betrieb in der Umlaufbahn, ferner für den Start des CCE- und des IRM-Raumfahrzeugs. Die Projektstelle untersteht einem von der NASA ernannten AMPTE-Projektleiter. Die Betreuung des AMPTE-Projekts obliegt dem AMPTE-Projektleiter.

b) Es ist Aufgabe des NASA-AMPTE-Projektleiters, die AMPTE-Nutzlast (CCE und IRM) bei allen Nutzlast-Delta-Integrationsmaßnahmen auf dem Kennedy Space Center zu vertreten.

c) Der BMFT ernennt einen AMPTE-Projektleiter, der für Gesamtentwurf, -bau, -erprobung, -integration und -lieferung des IRM-Raumfahrzeuges sowie dessen Überwachung und Betrieb in der Umlaufbahn verantwortlich ist.

d) Die beiden Projektleiter arbeiten einvernehmlich einen BMFT/NASA AMPTE-Projektplan aus, der sodann von der NASA und dem BMFT genehmigt wird. Dieser Plan wird Einzelangaben darüber enthalten, wie das gemeinsame

Projekt durchzuführen ist, einschließlich Vorhabenplanung, Raumfahrzeug- und Instrumentenbeschreibung, Schnittstellenanforderungen, Anzahl von Modellen und Bauteilen, notwendige Dokumentation und Rechenprogramme, Liefertermine, geplante Erprobung, Maßnahmen zur Konfigurationskontrolle, Verträglichkeit der Datenformate und alle anderen technischen Angaben, welche die Projektleiter, das BMFT oder die NASA zur Projektüberwachung für erforderlich halten. Der Projektplan kann im Einvernehmen zwischen den Projektleitern ergänzt werden. Im Falle eines Widerspruchs zwischen dem Projektplan und dieser Vereinbarung ist die Vereinbarung maßgebend.

e) Es wird eine gemeinsame AMPTE-Arbeitsgruppe (AMPTE Joint Working Group (JWG)) unter dem gemeinsamen Vorsitz der beiden Projektleiter eingesetzt. Die Programmleiter des BMFT und der NASA sowie die Programmwissenschaftler sind von Amts wegen Mitglieder der JWG. Die Gruppe dient dem Zweck, die technische Koordination zwischen der NASA und dem BMFT während der Projektdurchführung sicherzustellen und bei der Lösung gemeinsam interessierender Fragen mitzuwirken. Die JWG kann, falls nötig, Untergruppen bilden, die sie bei der Erfüllung ihrer Aufgaben unterstützen.

f) Die Projektleiter entscheiden alle Fragen, in denen diese Vereinbarung Übereinstimmung verlangt. Können sie in einer bestimmten Frage keine Übereinstimmung erzielen, so wird die Frage einvernehmlich zwischen dem NASA-Direktor der Solar-Terrestrischen und Astrophysikalischen Abteilung (NASA Director of the Solar-

Terrestrial and Astrophysics Division) und dem zuständigen BMFT-Mitarbeiter geklärt. Kommt ein Einvernehmen nicht zustande, so wird die Angelegenheit an den zuständigen Beigeordneten Leiter der NASA und den zuständigen BMFT-Mitarbeiter überwiesen, vorbehaltlich der Anwendung des Artikels 15.

g) Jede Vertragspartei ernennt einen hauptverantwortlichen Wissenschaftler. Die beiden Wissenschaftler sind für die Entwicklung der wissenschaftlichen Untersuchungen des Vorhabens verantwortlich und stellen sicher, daß die Daten wirksam genutzt und die Ergebnisse ohne Zeitverlust vorgelegt werden.

h) Es wird eine gemeinsame wissenschaftliche Arbeitsgruppe (Joint Science Working Group) unter dem gemeinsamen Vorsitz der beiden hauptverantwortlichen Wissenschaftler eingesetzt. Diese Gruppe erörtert alle wissenschaftlichen Aspekte des Vorhabens und berät die Projektleiter bei der Erfüllung ihrer Aufgaben.

Artikel 6 - Flugtauglichkeit

Nach Beratung mit dem BMFT trifft die NASA die endgültige Entscheidung über die Startbereitschaft von AMPTE. Diese Entscheidung wird sich auf regelmäßige Prüfungen gründen, wie z.B. Konzept-, Entwurfs-, Abnahme-, Sicherheits- und Flugtauglichkeitsprüfungen. Die Prüfungen des CCE werden

unter Vorsitz der NASA und in Anwesenheit von BMFT-Vertretern abgehalten. Bei den Prüfungen des IRM führen das BMFT und die NASA gemeinsam den Vorsitz. Diese Prüfungen beziehen sich auf das Entwurfskonzept und Flugtauglichkeit beider AMPTE-Raumfahrzeuge. Nach Abstimmung zwischen den Projektleitern stellen beide Seiten technische und Programmunterlagen zur Verfügung.

Artikel 7 - Urheberrechte an den Daten

a) Die Unterrichtung über Umgebungsbedingungen, Sicherheitsanforderungen, friedliche Zweckbestimmungen, Schnittstellen und Integration, die zwischen beiden Seiten stattfindet, unterliegt keinerlei Einschränkungen.

b) Es wird von allen AMPTE-Wissenschaftlern erwartet, daß sie sich Daten nach den von der Gemeinsamen Wissenschaftlichen Arbeitsgruppe von AMPTE festzulegenden Verfahren gegenseitig zur Verfügung stellen, um die geplante wissenschaftliche Ausbeute des Vorhabens zu erreichen. Den Wissenschaftlern steht vom Empfang der Daten an ein Zeitraum von einem Jahr für die Datenüberprüfung und -bestimmung zur Verfügung, um geeignete Datensätze zur allgemeinen Freigabe an die Fachwelt vorzulegen und Zusammenfassungen zur Aufbewahrung im National Space Science Data Center zu erstellen. Diese Unterlagen stehen sodann der internationalen Fachwelt über das Weltdatenzentrum für Raketen und Satelliten (World Data Center for Rockets and Satellites) zur Verfügung.

c) Die Ergebnisse von AMPTE werden der wissenschaftlichen Welt im allgemeinen durch Veröffentlichungen in Fachzeitschriften oder in sonst üblicher Weise zur Verfügung gestellt, soweit dies tunlich ist und bewährten wissenschaftlichen Gepflogenheiten entspricht. Sind derartige Berichte oder Veröffentlichungen urheberrechtlich geschützt, so haben das BMFT und die NASA das gebührenfreie Recht, diese urheberrechtlich geschützten Arbeiten für ihre Zwecke zu reproduzieren und zu benutzen.

d) Wissenschaftliche Rohdaten von AMPTE stehen unbeschadet des Erstveröffentlichungsrechts der Wissenschaftler dem BMFT und der NASA zur Verfügung.

Artikel 8 - Spezifikationen und Normen

Die AMPTE-Projektleiter prüfen und vereinbaren die Normen und Spezifikationen, die als maßgeblich für alle Überprüfungszwecke des AMPTE-Projekts gelten sollen. Die vereinbarten Normen und Spezifikationen sowie etwaige Ausnahmen werden als Teil des BMFT/NASA AMPTE-Projektplans in Bezug genommen.

Artikel 9 - Finanzierungsvereinbarungen

Das BMFT und die NASA tragen jeweils die Kosten, die aus der Erfüllung der jeweiligen Aufgaben entstehen, einschließlich

Reise- und Tagegelder der eigenen Mitarbeiter sowie Transportkosten für alle Geräte, für die sie jeweils zuständig sind.

Artikel 10 - Zoll

Das BMFT und die NASA unternehmen alle Anstrengungen, um jeweils in ihrem Land die freie Zollabfertigung aller für das Projekt benötigten Geräte zu erreichen.

Artikel 11 - Unterrichtung der Öffentlichkeit

Das BMFT und die NASA können die Öffentlichkeit, soweit der eigene Projektanteil betroffen ist, nach Belieben, soweit die Teilnahme der anderen Seite betroffen ist, nach entsprechender Rücksprache über das gemeinsame Projekt unterrichten.

Artikel 12 - Haftung

Das BMFT und die NASA kommen überein, daß hinsichtlich Schäden, die bei der Durchführung dieses Gemeinschaftsvorhabens eingesetzte Personen oder Sachen erleiden, weder das BMFT noch die NASA irgendwelche Ansprüche stellt wegen Verletzung oder Todes eines eigenen Beschäftigten oder eines Beschäftigten eines Auftragnehmers oder Unterauftragnehmers oder anderen Benutzers oder wegen Beschädigung eigener Vermögensgegenstände oder von Vermögensgegenständen eines Auftragnehmers oder Unterauftragnehmers oder anderen Benutzers, verursacht von dem BMFT, der NASA oder einem mit

der Durchführung diese Vorhabens eingesetzten Dritten, gleichgültig ob die Verletzung, der Tod oder die Beschädigung durch Fahrlässigkeit oder in anderer Weise verursacht wird.

Bei Personen- oder Sachschäden Dritter, für die eine Haftung nach Völkerrecht oder den Grundsätzen des Übereinkommens über die völkerrechtliche Haftung für Schäden durch Weltraumgegenstände besteht, werden sich das BMFT und die NASA umgehend über eine gerechte Teilung der Zahlungen konsultieren, die zur Beilegung des Falles gewährt wurden oder werden.

Jede Vertragspartei ist einverstanden und haftet dafür, die andere Vertragspartei für etwaige Kosten wegen Patentverletzungen zu entschädigen, die bei der Verwendung der von ihr, ihren Auftragnehmern oder Unterauftragnehmern im Rahmen des Projekts zur Verfügung gestellten Gegenstände oder Verfahren entstehen.

Artikel 13 - Einschränkung der Verpflichtungen

Es gilt als vereinbart, daß das BMFT und die NASA ihren Verpflichtungen gemäß den jeweils geltenden Haushaltsverfahren nachkommen werden.

Artikel 14 - Anwendungsbereich

Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland

gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten der Vereinbarung eine gegenteilige Erklärung abgibt.

Artikel 15 - Änderungen und Ergänzungen

Jede Vertragspartei kann der anderen schriftliche Änderungen vorschlagen. Solche Änderungen bedürfen des gegenseitigen Einvernehmens zwischen den Vertragsparteien.

Artikel 16 - Inkrafttreten und Beendigung

Diese Vereinbarung tritt am Tage ihrer Unterzeichnung in Kraft und bleibt nach dem AMPTE-Start drei Jahre lang in Kraft und auch darüber hinaus, sofern nicht nach diesem Datum eine Vertragspartei die Vereinbarung beendet. Die Kündigung bedarf einer Frist von einem Jahr.

Geschehen zu Washington am 15. Oktober 1981
in zwei Urschriften, jede in deutscher und in englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Der Bundesminister
für Forschung und Technologie
der Bundesrepublik Deutschland

Der Administrator der
National Aeronautics and
Space Administration der
Vereinigten Staaten von Amerika

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-541

10287

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10287

ATOMIC ENERGY

Nuclear Safety Matters

Protocol Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC OF CHINA

Signed at Washington October 17, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PEOPLE'S REPUBLIC OF CHINA

Atomic Energy: Nuclear Safety Matters

Protocol signed at Washington October 17, 1981;
Entered into force October 17, 1981.

PROTOCOL BETWEEN THE NUCLEAR REGULATORY COMMISSION OF THE UNITED STATES OF AMERICA AND THE STATE SCIENTIFIC AND TECHNOLOGICAL COMMISSION OF THE PEOPLE'S REPUBLIC OF CHINA ON COOPERATION IN NUCLEAR SAFETY MATTERS

The Nuclear Regulatory Commission of the United States of America and the State Scientific and Technological Commission of the People's Republic of China (hereinafter referred to as the Parties), in accordance with and subject to the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington, D.C. on January 31, 1979,[1] and with the intent of promoting cooperation and collaboration in nuclear safety matters, have agreed as follows:

ARTICLE 1

On the basis of equality, reciprocity and mutual benefit, the Parties agree to conduct exchanges and collaborative activities in the field of nuclear safety, including as described herein, safety technology research for nuclear power plants, analysis of accidents and regulation of nuclear safety (e.g. examination and approval, regulations and inspections for nuclear power plants).

[1] TIAS 9179; 30 UST 35.

ARTICLE 2

To the extent that it is permitted to do so under its laws, regulations, and policy directives, the U.S. side shall provide the following types of information contributing to the safe regulation of peaceful nuclear power installations to the Chinese side:

1. Code of Federal Regulations and examination and approval process and regulations for nuclear power plants;
2. Safety Regulatory Guides;
3. Publications which describe the regulatory process, as they are available;
4. Technical reports of a generic nature;
5. Weekly compilation of news releases;
6. Power reactor current events and construction and operating experience bulletins.

To the extent that it is permitted to do so under its laws, regulations and policy directives, the Chinese side shall provide the following types of information contributing to the safe regulation of peaceful nuclear power installations to the U.S. side:

1. Nuclear regulatory reports;
2. Copies of safety guides and standards;
3. Publications which describe construction and operating experience, safety research and regulation of nuclear power plants after their completion.

ARTICLE 3

1. Within the limits of available resources and legislative authority, the U.S. side shall assist the Chinese side in providing certain training and experience for the safety personnel. The following are typical of the kinds of on-the-job training and experience that may be provided:

(a) Chinese inspectors accompaniment of U.S. inspectors on operating reactor and reactor construction inspections in the U.S.;

(b) Participation by Chinese personnel in U.S. NRC staff training courses conducted in Bethesda, Maryland;

(c) Assignment of permanent Chinese personnel to work within the U.S. NRC staff to gain experience in the practices and procedures followed by the U.S. NRC in its regulation of U.S. nuclear reactor safety and environmental impact.

To the extent that the documents and other technical assistance provided by the U.S. NRC are not adequate to meet the needs of the Chinese side for technical advice, the Parties will consult on the best means for meeting such needs.

2. The Chinese side shall welcome U.S. personnel in specific fields to visit China and hold joint discussions on nuclear safety regulatory activities. The Chinese side shall make every effort to assist the U.S. side in meeting its requests for information on nuclear regulatory activities.

ARTICLE 4

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the Parties including the use of test facilities and/or computer programs owned by either Party, will be agreed upon on a case-by-case basis. However, each Party, based on its own research, will transmit immediately to the other Party information concerning research results known to have urgent safety implications for nuclear facilities operating in the country of the other Party.

Temporary assignments of qualified personnel by one Party in the other Party's agency will also be considered on a case-by-case basis.

ARTICLE 5

It is understood that exchanges of information and technology undertaken in connection with these cooperative efforts shall be limited to those which are useful in the development of a nuclear safety regulatory program. Neither Party is required to take any action which would be inconsistent with its laws, regulations and policy directives. No nuclear information related to proliferation-sensitive technologies shall be exchanged.

ARTICLE 6

This Protocol shall be subject to the availability of funds and manpower to each Party. The payment of costs shall be decided by mutual written agreement on a case-by-case basis. In principle the sharing of costs between the Parties shall be decided according to the extent of benefit by each Party.

ARTICLE 7

All stipulated activities under the Protocol shall be conducted under the guidance of the US-PRC Joint Commission on Scientific and Technological Cooperation.

In order to coordinate the stipulated activities under this Protocol, each Party shall designate a representative. The representatives designated by each Party may, by correspondence, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. When necessary, the representatives, by mutual agreement, may call meetings on an irregular basis to consider matters related to the implementation of this Protocol.

ARTICLE 8

Scientific and technological information derived from cooperative activities under this Protocol may be made available, unless otherwise agreed in writing between the two Parties, to the world scientific community through customary channels and in accordance with the normal procedures and domestic laws of the Parties.

ARTICLE 9

The application or use of any information exchanged or transferred between the Parties under this Protocol shall be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 10

1. This Protocol shall enter into force upon signature, and, unless terminated earlier in accordance with paragraph 2 of this Article, shall remain in force for a five-year period. It may be amended or extended by mutual written agreement .

2. This Protocol may be terminated at any time at the discretion of either Party, upon 6 months advance notification in writing by the Party seeking to terminate the Protocol.

3. The termination of this Protocol shall not affect the validity or duration of specific activities being undertaken hereunder.

Done at Washington this 17th day of October 1981, in duplicate in the English and Chinese languages, both equally authentic.

For the Nuclear Regulatory Commission of the United States of America

[1]

For the State Scientific and Technological Commission of The People's Republic of China

[2]

[1] Nunzio J. Palladino.
[2] Jiang Ming.

美利坚合众国核管理委员会和中华人民共和国国家科学技术委员会关于核安全合作议定书

美利坚合众国核管理委员会和中华人民共和国国家科学技术委员会（以下简称双方），根据一九七九年一月三十一日签订的美利坚合众国政府和中华人民共和国政府科学技术合作协定，为促进核安全方面的合作，达成协议如下：

第 一 条

双方同意在平等、互利和互惠的基础上，在核安全领域，包括在此所述核电站安全技术的研究、事故分析以及核安全管理方面（例如，核电站的审批、规章和检查等）进行交流和合作。

第 二 条

美方在其现行法律、规章和政策指令允许的范围内，向中方提供下列民用核动力设施的安全管理资料：

一、联邦管理法规以及核电站的审批程序和规定；

二、安全管理手册；

三、介绍现行管理程序出版物；

四、一般原始的技术报告；

五、每周新闻编辑物；

六、动力堆最新事故和建造、运行经验的公报。

中方在其现行法律、规章和政策指令允许的范围内，向美方提供下列民用核动力设施的安全管理资料：

一、核安全管理报告；

二、安全条例和标准抄件；

三、核电站的建造经验及建成后的运行经验和安全研究、管理方面的出版物。

第 三 条

一、美方在现有财力、物力和立法授权允许范围内，向中方的安全人员提供经验和进行培训。提供的经验和培训的典型方式有：

1、中方人员和美方人员一道参加美国反应堆的在役检查和反应堆建造检查；

2、中方人员参加美国核管理委员会在马里兰贝塞斯达举办的核安全管理培训；

3、中方委派常驻人员在美国核管理委员会的机构中工

作，以取得美方对其反应堆安全和环境影响等管理的实际经验和采取的步骤。

美方所提供的文件和技术援助，如不能满足中方在技术咨询方面的需要，双方应进行协商，将尽量以最佳方式满足其要求。

二、中方欢迎美方专业人员来华共同讨论核安全管理问题。对美方人员提出的有关核管理活动的资料要求，中方将尽力予以帮助解决。

第 四 条

安全研究发展的联合计划和项目的执行，或在这些计划、项目下由双方分工的活动，包括使用任何一方的试验设备和/或计算机程序，将逐项商定。但是每一方在自己研究的基础上，将直接向另一方转送有关研究结果的情报，这些研究结果对另一方国家运行的核装置有着解决紧迫安全问题的作用。一方向另一方机构临时派出的合适人员也将逐项予以考虑。

第 五 条

双方理解，与上述共同努力的有关情报和技术的交流，限于发展核安全管理计划的范围内，不向对方要求采取有任何违反其法律、规章和政策指令的行动。涉及“扩散敏

感”技术的任何情报不在交换之列。

第 六 条

本议定书应取决于每一方资金、人力的能力，费用的支付应由双方逐项商量书面同意后而决定，原则上按各方受益的程度来分担费用。

第 七 条

本议定书所规定的一切活动，应在美、中科学技术合作联合委员会的指导下进行。

为协调本议定书所规定的活动，双方各指定一名代表通过通信联系，就采纳、协调和执行合作活动以及其它有关事宜作出决定。必要时，经双方同意代表们可不定期地召集会议，磋商执行本议定书的有关事宜。

第 八 条

由本议定书规定的合作活动所产生的科学技术情报，除双方书面同意另作处理外，可按通常的途经和根据双方的正常程序和本国法律提供世界科学界使用。

第 九 条

双方根据本议定书交换或转让的情报实施和使用责任，由接受方承担。提供方不保证这些资料在任何特殊用途时的适应性。

第 十 条

一、本议定书自签字之时起生效，除非依照本条第二款的规定提前予以终止，应在五年内有效。经双方书面同意可以修改或延长。

二、任何一方都可按自己的意愿在任何时候提出终止本议定书，由欲终止本议定书的一方提前六个月以书面形式通知对方。

三、本议定书的终止并不影响正在按照议定书规定进行特定活动的有效性或期限。

本议定书于一九八一年十月十七日在华盛顿特区签订，一式两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国	中华人民共和国
核管理委员会	国家科学技术委员会
代　表	代　表

TIAS 10287

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-806

10288

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10288

AGRICULTURE

Mediterranean Fruit Fly

Agreement Between the
UNITED STATES OF AMERICA
and GUATEMALA

Signed at Guatemala October 22, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

GUATEMALA

Agriculture: Mediterranean Fruit Fly

Agreement signed at Guatemala October 22, 1981;
Entered into force October 22, 1981.

No. 12-16-5-2481

COOPERATIVE AGREEMENT

Between

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
LA DIRECCION TECNICA DE SANIDAD VEGETAL

And

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

THIS AGREEMENT, made and entered into by and between the Ministerio de Agricultura, Dirección General de Servicios Agrícolas, Dirección Técnica de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the Service is authorized pursuant to the Act of September 21, 1944, as amended (7.U.S.C. 147a), to cooperate with Governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control and prevention or retardation of the spread of plant pests including the Mediterranean Fruit Fly; and

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 21, 1977,[1] and the Resolution of the Ministry of Agriculture dated May 13, 1977, which authorized the participation of the Department of Vegetable Health in the direction, coordination, and execution of the joint battle against the Mediterranean Fruit Fly are still, in effect, covering cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Guatemala and in the United States of America, through the execution of cooperative programs; and

WHEREAS, it is the intent of the parties that this Agreement shall supersede Agreement No. 12-16-5-2467 of July 10, 1981;[2] and

WHEREAS, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to Mediterranean Fruit Fly (Ceratitis capitata Wied), and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean Fruit Fly; and

WHEREAS, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean Fruit Fly activities in Guatemala to the Officers of the Dirección Técnica de Sanidad Vegetal, of DIGESA, Ministry of Agriculture; and

WHEREAS, the Cooperator is equipped or has access to facilities and had and can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of Guatemala and the United States of America.

NOW THEREFORE, for and in consideration of the promises and mutual convenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

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[1] TIAS 8807; 29 UST 225.
[2] Not printed as superseded by present agreement.

A. The Cooperator Agrees:

1. To manage and operate the Mediterranean Fruit Fly laboratory located in Guatemala City (Aurora), Petapilla (Chiquimula), the Quality Control facility (Guatemala City), and the new rearing facility at Villa Nueva, in accordance with mutually agreed to plans for rearing, sterilizing, quality control, and emergence operations for field release of Mediterranen Fruit Flies produced in Guatemala or received from other external sources.

2. To provide for free access to the laboratory by Service personnel designated to work at these facilities, subject only to restrictions jointly agreed to in advance. To provide office space for all Service personnel at a location most advantageous for performance of their duties.

3. To furnish field operation personnel in Guatemala, for carrying out the Program activities which are stipulated in the work plan referenced in paragraph C.2 of this agreement.

4. To provide funding for the laboratories and field operations in Guatemala amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2 of this agreement.

5. To establish and maintain in Guatemala City, Guatemala, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratories and for the field operations in the Republic of Guatemala, as stipulated in this agreement.

6. To submit to the Service narrative, statistical, financial and administrative reports concerning the laboratories and field operations in the Republic of Guatemala, in accordance with the work and financial plans as referenced in paragraph C.2 of this agreement.

7. To establish a bank account in Guatemala City, Guatemala, into which the Service will deposit its share of the funds for the operation of the laboratories and for field operations in the Republic of Guatemala, as agreed upon in the financial plan referenced in paragraph C.2 of this agreement.

8. To require the administrative office in Guatemala City, Guatemala, to monitor the use and need for funds and to request periodically that the Service deposit to the bank account in Guatemala City its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request, and to maintain a record of deposits to substantiate the requests for deposits.

9. To provide all maintenance for Service-furnished non-expendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.

10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Guatemala or available at a prohibitive cost (plus 25% above United States cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing of those items with funds available under this agreement.

11. To provide through the Government of Guatemala duty free entry of all supplies and equipment furnished by the Service or purchased for the Medfly Program under this agreement.

12. To provide transportation of all supplies and equipment to Guatemala from source of origin if purchased by the Cooperator; if purchased by the Service, from a mutual agreeable location on the Guatemalan border.

13. All financial and other matters relating to the Villa Nueva rearing laboratory, because of unique funding arrangements, will be maintained, operated, and recorded separately from all other laboratory and/or field operations activities as outlined in this agreement.

B. The Service Agrees:

1. To provide funding for the laboratory and field operations in the Republic of Guatemala in the amount agreed upon as stipulated in the financial plan referenced in paragraph C.2 of this agreement,

2. To deposit in a designated bank account in Guatemala City, funds as agreed upon in the financial plan referenced in paragraph C.2. Deposits will be made to cover the Mediterranean Fruit Fly operations in Guatemala, for periods not to exceed 60 days. Deposit of funds will be made subject to appropriation of funds by the U. S. Congress for the purpose of control and eradication of the Mediterranean Fruit Fly, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.

3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A.10 and in accordance with the work and financial plans as stated in C.2 of this agreement.

4. To provide support personnel to serve as technical advisors who will be stationed in Guatemala City.

5. To provide at its own expense additional technical experts for on-site consultation involving mechanical or scientific advice, when it is mutually agreed that such experts could benefit the program.

6. To provide the necessary reporting format for the financial reports required by the Administrative Regional Office at Monterrey, Mexico, and to conduct a review of these records every three months.

C. It is Mutually Understood and Agreed:

1. The parties to this cooperative agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Guatemala and the United States of America.

2. The cooperating parties will develop and furnish a mutually satisfactory work plans and financial plans for conducting a Mediterranean Fruit Fly program, which will outline overall plans for carrying out and funding this program, in accordance with established standards and to the satisfaction of the Cooperator and the Service.

3. The Cooperator will designate a mutually acceptable official and assistant as duly authorized representative for the Dirección Técnica de Sanidad Vegetal for all matters pertaining to this activity. The official will be assigned as the Project Coordinator for the cooperative program.

4. A mutually acceptable official will be designated as the Service's duly authorized representative for all matters pertaining to this activity and assigned as Co-Project Coordinator of the cooperative program.

5. A Technical Advisory Committee consisting of a maximum of three representatives from each party will be formed to evaluate and recommend program changes.

6. The laboratories and field operations will be under the joint direction of the Project Coordinator and the Co-Project Coordinator. In the event the Coordinator and the Co-Project Coordinator cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Technical Advisory Committee. If the Technical Advisory Committee cannot agree, the problem shall be resolved through consultation between the Ministry of Agriculture of Guatemala and the United States Secretary of Agriculture.

7. Biweekly meetings involving representatives of the cooperating parties will be held. Minutes of these meetings will be maintained by the Cooperator and distributed to both parties. If necessary, work and financial plans may be amended during these meetings, so long as these changes are not in conflict with the guidance provided by the Technical Advisory Committee.

8. That to the maximum extent possible all procurement will be made competitively in a prudent manner, and in accordance with all governing laws of Guatemala and United States as appropriate.

9. To permit USDA employees, as designated by the Service, to serve as Technical Advisors for laboratory and field operations in Guatemala.

10. That the Cooperator and the Service will coordinate visits by official personnel not regularly assigned to the project.

11. That both parties will jointly ensure that security measures are taken to prevent the escape and/or theft of specimens at any biological stage of the Mediterranean Fruit Fly.

12. The Guatemalan national personnel employed by the Service in Guatemala and identified by the Service at the time of signing of this Agreement shall without a break in employment be afforded the right of:

(1) Being employed by the Government of Guatemala in a position of like status and salary as enjoyed with the Service; and

(2) Upon employment be entitled to full indemnification guaranteed under Guatemalan laws.

13. To employ personnel mutually acceptable to the Cooperator and the Service.

14. That funds provided by the Service shall not be used for any purchases of non-expendable equipment without specific prior authorization by the Service. Non-expendable equipment purchased from the Cooperator's funds shall remain the property of the Cooperator subject to its disposition. Likewise, non-expendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition.

15. The value of equipment and/or supplies furnished by either party shall include purchase cost, freight, taxes (if any), storage costs, costs of permits and any other directly related costs.

16. The Service funding for this cooperative endeavor will be considered to be those funds deposited to the designated bank account in Guatemala City, Guatemala and those costs as enumerated in paragraph C.2 of this agreement.

17. Mediterranean Fruit Fly sterile pupae produced as a result of this joint endeavor will be used on and where needed to the mutual benefit of both parties and according to priorities set forth for the prevention of establishment of Medfly in Mexico, United States and its spread and increase in Guatemala.

18. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement, except as provided for in the approved work and financial plans.

19. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover program expenses.

20. The results of the work herein outlined may be published jointly by the Cooperator and the Service, or by either party and shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgement of cooperation.

21. In the event the costs of the program under this agreement are increased or decreased, the total contribution of the parties may be adjusted as mutually agreed upon in advanced by the parties hereto as stipulated in a revised written work and financial plans.

22. All equipment purchased and installed by the Service under the cooperative agreement of July 10, 1981, between the Cooperator and the Service will remain the property of the Service.

23. The patent provision applicable to this agreement, shall be in accordance with Exhibit A, attached hereto and made a part thereof.

24. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the loss of or damage to any equipment or other property of any kind owned, leased, operated, or in the possession or control of the Cooperator or of any officers, employees, or agents, or cooperators of the Cooperator. The Service, the United States and all of its officers and employees, shall not be liable to the Cooperator for the death or injury of any of the Cooperator's officers, employees, agents or any other individuals as a result of activities authorized or described by this agreement. The Cooperator shall hold the Service, the United States and all of its officers and employees harmless from liability of any kind or nature including liability arising under the Federal Employees Compensation Act arising from any activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of an employee of the United States Department of Agriculture. In order to hold the Service, the United States and all of its officers and employees harmless, the Cooperator agrees to indemnify the Service, the United States and all of its officers, and employees for all liability and costs including the cost of any judgment and the legal and other costs of the defense of the litigation for all liability arising out of the activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of any employee of the United States.

25. That the Comptroller General of the United States or any of his duly authorized representatives and duly authorized of the United States Department of Agriculture shall, until expiration of 3 years after final payment under this agreement, have access to and the right to examine pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement. This same right is extended identically to the Secretary of State and to the Agencies of the Ministerio de Agricultura and the Dirección Técnica de Sanidad Vegetal of Guatemala.

26. No member of or delegate to the U. S. Congress, Resident Commissioner, or Guatemalan Parliamentary official shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; unless it be made with a corporation for its general benefit.

27. This agreement shall become effective upon date of final signature and shall continue in force until September 30, 1982, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties hereto in writing. Either party may terminate this agreement upon 60 days notice in writing to the other party.

28. Upon termination of the cooperative program, any and all equipment purchased through the use of funds of the Service, including such equipment purchased under the agreement of July 10, 1981, will be returned to the Service subject to its disposition. In addition, the Service at the request of the Cooperator agrees to sell its equipment to the Cooperator, all or in part and at the price to be agreed upon through joint evaluation.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

D. Scott Campbell [1] 10/22/81
DEPUTY ADMINISTRATOR Date

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

[2] 22-X-81
TECHNICAL DIRECTOR Date

[1] D. Scott Campbell.
[2] Jorge Escobedo.

EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, worldwide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

No. 12-16-5-2481

ACUERDO COOPERATIVO

ENTRE

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

Y

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

ESTE ACUERDO, celebrado por y entre el Ministerio de Agricultura de Guatemala, Dirección General de Servicios Agrícolas, Dirección Técnica de Sanidad Vegetal, de aquí en adelante denominado el Cooperador y The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado el Servicio.

CONSIDERANDO, que el Servicio está autorizado por el Acta de fecha 21 de septiembre de 1944, y enmendada (7 U.S.C. 147a), para cooperar con los gobiernos de los países del Hemisferio Oeste o autoridades locales correspondientes en llevar a cabo encuestas necesarias y operaciones de control en esos países en conexión con la detección, erradicación, extinción, control y prevención o detención de la propagación de las plagas de las plantas incluyendo la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que un Memorandum de Entendimiento fue celebrado entre las dos partes involucradas el 21 de febrero de 1977, y el Acuerdo Ministerial del 13 de mayo de 1977, que autorizó la participación del Departamento de Sanidad Vegetal en la dirección, coordinación y ejecución de una lucha conjunta contra la Mosca de la Fruta del Mediterráneo, que se encuentran vigentes, cubriendo esfuerzos cooperativos para proteger los cultivos de los daños de plagas y de enfermedades de las plantas, en la República de Guatemala y los Estados Unidos de Norte América, a través de la ejecución de programas cooperativos; y

CONSIDERANDO, que es la intención de las partes de que este Acuerdo reemplazará el Acuerdo número 12-16-5-2467 del 10 de julio de 1981; y

CONSIDERANDO, que los objetivos de este Acuerdo Cooperativo son para fomentar acciones que proveerán las actividades específicas, para y por el Servicio, el Cooperador y partes interesadas con relación a la Mosca de la Fruta del Mediterráneo (Ceratitis capitata Wied), y proporcionar servicios que podrán ayudar en la ejecución del programa cooperativo de erradicación de la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que es necesario para el adelanto de los objetivos del Programa asignar la administración diaria de las actividades de la Mosca de la Fruta del Mediterráneo en Guatemala a los funcionarios de la Dirección Técnica de Sanidad Vegetal de DIGESA, Ministerio de Agricultura; y

CONSIDERANDO, que el Cooperador esta equipado con o tiene acceso a instalaciones y tiene o puede conseguir, a satisfacción mutua, el personal y equipo para ambas partes para este trabajo; y

CONSIDERANDO, que es la intención de las partes aquí mencionadas, que tal cooperación de este Acuerdo será para mutuo beneficio del pueblo de Guatemala y los Estados Unidos de Norte América.

POR TANTO, para y en consideración de las promesas y convenios mutuos aquí contenidos, las partes aquí mencionadas acuerdan mutuamente como sigue:

A. El Cooperador Acuerda:

1. Manejar y operar el laboratorio de la Mosca de la Fruta del Mediterráreo localizado en la Ciudad de Guatemala (Aurora), Petapilla (Chiquimula), las instalaciones de control de calidad (Ciudad de Guatemala), y el nuevo laboratorio de crianza en Villa Nueva, conforme los planes acordados mutuamente para la crianza, esterilización, control de calidad y operaciones de emergencia para liberaciones en el caso de la Mosca de la Fruta del Mediterráneo producida en Guatemala o recibida de otras fuentes del exterior.

2. Proporcionar acceso libre a los laboratorios al personal del Servicio asignado para trabajar en dichas instalaciones, quedando ésto sujeto únicamente a restricciones aprobadas conjuntamente y por adelantado. Proporcionar local para oficina para todo el personal del Servicio ubicado en un lugar ventajoso para el desarrollo de sus actividades.

3. Proporcionar personal para las actividades de campo en Guatemala, para llevar a cabo las actividades del Programa como lo estipula el plan de trabajo al que se hace referencia en el párrafo C.2 de este Acuerdo.

4. Proveer fondos para los laboratorios y las actividades de campo en la República de Guatemala, por la cantidad acordada, como lo estipula el plan financiero al que se hace referencia en el párrafo C.2 de este Acuerdo.

5. Establecer y mantener en la Ciudad de Guatemala, una oficina administrativa central, la cual será responsable de las compras, personal, funciones financieras y archivos del funcionamiento de los laboratorios y las actividades de campo en la República de Guatemala, como lo estipula este Acuerdo.

6. Presentar al Servicio, reportes narrativos, estadísticos, financieros y administrativos con relación a los laboratorios y a las actividades de campo en la República de Guatemala, de conformidad con los planes de trabajo y financiero a los que se hace referencia en el párrafo C.2 de este Acuerdo.

7. Establecer una cuenta bancaria en la Ciudad de Guatemala, en la que el Servicio depositará su parte de los fondos para el funcionamiento de los laboratorios y las actividades de campo en la República de Guatemala, como se acordó en el plan financiero al que se hace referencia en el párrafo C.2 de este Acuerdo.

8. Requerir a la oficina administrativa en la Ciudad de Guatemala, controlar el uso y la necesidad de fondos y solicitar periódicamente que el Servicio deposite en la cuenta bancaria respectiva en la Ciudad de Guatemala, su parte de los fondos necesarios para sustentar las actividades por períodos que no excedan 60 días de la fecha de la solicitud, y mantener un récord de depósitos para comprobar las solicitudes de depósitos.

9. Proporcionar todo el mantenimiento al equipo de inventario proporcionado por el Servicio y permitir libre acceso al mismo a toda hora para el personal designado por el Servicio para el propósito de asegurar su uso indicado.

10. Obtener todos los suministros, equipo y servicios (incluyendo servicios de construcción) para mantener las actividades, exceptuando los artículos no disponibles al Cooperador en Guatemala o disponibles a un costo prohibitivo, 25 por ciento más del costo en los Estados Unidos). En ese caso, el Servicio, por medio de una solicitud por escrito del Cooperador, proporcionará ayuda en las compras de artículos con fondos disponibles bajo este Acuerdo.

11. Proporcionar a través del Gobierno de Guatemala la entrada libre de impuestos a todos los suministros y equipos proporcionados por el Servicio o comprados para el Programa de la Mosca de la Fruta del Mediterráneo bajo este Acuerdo.

12. Proporcionar transporte para todos los suministros y equipo hacia Guatemala desde el lugar de origen si es comprado por el Cooperador, si es comprado por el Servicio, hacia un lugar mutuamente acordado de la frontera de Guatemala.

13. Debido a arreglos especiales para fondos, todos los asuntos financieros y de otra naturaleza relacionados con el laboratorio de crianza de Villa Nueva, se mantendrán, operarán, y archivarán separadamente de los otros laboratorios y/o actividades de campo delineadas en este Acuerdo.

B. El Servicio Acuerda:

1. Proporcionar los fondos para los laboratorios y actividades de campo en la República de Guatemala, en la cantidad acordada y como lo estipula el plan financiero al que se refiere el párrafo C.2 de este Acuerdo.

2. Depositar en una cuenta bancaria designada en la Ciudad de Guatemala los fondos acordados en el plan financiero al que se refiere el párrafo C.2. Los depósitos se harán para cubrir las actividades de la Mosca de la Fruta del Mediterráneo en la República de Guatemala, por períodos que no excedan 60 días. Los depósitos de fondos se efectuarán sujetos a la consignación de fondos del Congreso de los Estados Unidos para el propósito del control y erradicación de la Mosca de la Fruta del Mediterráneo y no excederá la cantidad en dólares especificada en los planes de trabajo y financiero a los que se hace referencia en el párrafo C.2.

3. Utilizar los recursos para comprar suministros y/o equipos en los Estados Unidos de Norteamérica, que se consideren necesarios, como lo estipula el párrafo A.10 y de acuerdo con el plan de trabajo y financiero al que se refiere el párrafo C.2 de este Acuerdo.

4. Proporcionar personal de apoyo que funcionará como consejeros técnicos y estarán ubicados en la Ciudad de Guatemala.

5. Proporcionar, por su cuenta, técnicos expertos adicionales para consultas en el lugar, incluyendo consejos mecánicos y científicos, cuando se acuerde mutuamente que dichos expertos beneficiarían al Programa.

6. Proporcionar los formatos necesarios para los reportes financieros requeridos por la Oficina Administrativa Regional de Monterrey, México, y llevar a cabo revisiones de estos archivos cada tres meses.

C. Se Entiende y Acuerda Mutuamente:

1. Las partes que forman este Acuerdo Cooperativo cooperarán en el interés de los productores agrícolas y del público en general de las Repúblicas de Guatemala y de los Estados Unidos de Norteamérica.

2. Las partes cooperadoras desarrollarán y proporcionarán un plan de trabajo y financiero a satisfacción mutua para llevar a cabo un Programa de la Mosca de la Fruta del Mediterráneo que delineará los planes generales para realizar y financiar este Programa, de acuerdo con normas establecidas y a la satisfacción del Cooperador y del Servicio.

3. El Cooperador designará a un funcionario y asistente aceptables mutuamente como los representantes debidamente autorizados de la Dirección Técnica de Sanidad Vegetal para todos los asuntos pertenecientes a esta actividad. El funcionario será el Coordinador del Proyecto para el Programa Cooperativo.

4. Designar a un funcionario aceptable mutuamente como el representante debidamente autorizado del Servicio para todos los asuntos pertenecientes a esta actividad y designado como Sub-Coordinador del Proyecto para el Programa Cooperativo.

5. Se formará un Comité Técnico Consultivo que consistirá de un máximo de tres representantes de cada una de las partes para evaluar y recomendar cambios al Programa.

6. El funcionamiento de los Laboratorios y las operaciones de campo estarán bajo la dirección conjunta del Coordinador y el Sub-Coordinador del Proyecto. En caso de que el Coordinador y Sub-Coordinador no estén de acuerdo con relación a la interpretación o aplicación del presente instrumento internacional, el caso será referido al Comité Técnico Consultivo. Si el Comité Técnico Consultivo no está de acuerdo, el problema se resolverá a través de una consulta entre el Ministerio de Agricultura de Guatemala y el Secretario de Agricultura de los Estados Unidos.

7. Se llevará a cabo reuniónes quincenales con representantes de ambas partes. Las minutas de estas reuniónes serán archivadas por el Cooperador y distribuídas a ambas partes. Si fuese necesario los planes de trabajo y financiero pueden ser enmendados durante estas reuniónes en tanto no cambie o haya conflicto con los lineamientos establecidos por el Comité Técnico Consultivo.

8. Asegurar hasta donde sea posible que todas las compras sean efectuadas competitivamente en una forma prudente, y de acuerdo con las leyes respectivas de Guatemala y los Estados Unidos de Norteamérica.

9. El Cooperador permitirá al personal del USDA, asignado por el Servicio, funcionar como consejeros técnicos en las actividades de campo y laboratorios en la República de Guatemala.

10. El Cooperador y el Servicio coordinarán las visitas oficiales de personal no asignado regularmente al proyecto.

11. Ambas partes garantizarán mutuamente que las medidas de seguridad sean tomadas para evitar las fugas y/o robo de especímenes en cualquier estado biológico de la Mosca de la Fruta del Mediterráneo.

12. El Personal guatemalteco empleado por el Servicio en Guatemala e identificado por el Servicio al momento de la firma de este Acuerdo, sin interrumpir su relación laboral, podrá:

    1. Ser empleado por el Gobierno de Guatemala en una posición similar en categoría y salario al que tenía en el Servicio.

    2. Al momento de empleo tener derecho a su indemnización completa como lo garantiza las Leyes de Guatemala.

13. Dar empleo a personal mutuamente aceptable al Cooperador y al Servicio.

14. Los fondos proporcionados por el Servicio no se utilizarán en la compra de equipo de inventario sin la autorización específica previa del Servicio. El equipo de inventario que se compre con fondos del Cooperador permanecerá como propiedad del Cooperador sujeto a su disposición. Así mismo, el equipo de inventario comprados con los fondos provenientes del Servicio pertenecerá como propiedad del Servicio sujeto a su disposición.

15. El valor del equipo y/o suministros proporcionados por cualquiera de las partes incluirá el costo de adquisición, flete, impuestos (si los hubiere), gastos de almacenaje, gastos de permisos, y cualquier otro gasto directo relacionado.

16. Que los fondos del Servicio para este esfuerzo cooperativo se considerarán aquellos fondos depositados en la cuenta bancaria asignada en la Ciudad de Guatemala y los gastos enumerados en el párrafo C.2 de este Acuerdo.

17. La pupa estéril de la Mosca de la Fruta del Mediterráneo que se produzca como resultado de este esfuerzo conjunto será utilizada como y donde sea necesario para el beneficio mutuo de ambas partes y de acuerdo con prioridades expuestas para la prevención del establecimiento de la Mosca del Mediterráneo en México y Estados Unidos, y su dispersión y aumento en Guatemala.

18. El Servicio no proporcionará reembolso al Cooperador por ninguna mejora realizada durante el periodo de vigencia de este Acuerdo, excepto lo previsto en los planes de trabajo y financiero.

19. La responsabilidad financiera asumida por cada parte estará sujeta a la asignación de fondos disponibles para cubrir legalmente los gastos del Programa.

20. Los resultados de trabajos aquí señalados pueden ser publicados conjuntamente por el Cooperador y el Servicio, o por cualquiera de las partes separadamente, y se presentará a la otra parte para sugerencias y aprobación antes de su publicación. En caso de desacuerdo, cualquiera de las partes podrá publicar los resultados bajo su propia responsabilidad, dando reconocimiento de cooperación.

21. En caso de que los costos del Programa bajo este Acuerdo aumenten o disminuyan, la contribución total de las partes puede ser ajustada por mutuo acuerdo anticipado de las partes involucradas y estipulado en planes de trabajo y financieros revisados por escrito.

22. Todo el equipo adquirido e instalado por el Servicio bajo el Acuerdo Cooperativo del 10 de julio de 1981, entre el Cooperador y el Servicio, permanecerá como propiedad del Servicio.

23. La cláusula de patente que se aplica a este Acuerdo, estará de Acuerdo con la Exposición A, la cual se adjunta y forma parte del mismo.[1]

24. El Servicio, los Estados Unidos y todos sus funcionarios y empleados no estarán obligados con el Cooperador por la pérdida o daño del equipo u otra propiedad de cualquier naturaleza en posesión o control del Cooperador o cualquiera de sus funcionarios, empleados, agentes o cooperadores del Cooperador. El Servicio, los Estados Unidos y todos sus funcionarios y empleados, no estarán obligados con el Cooperador por la suerte o herida de cualquiera de los funcionarios, empleados, agentes o cualquiera otra clase de individuo del Cooperador como resultado de las actividades autorizadas o descritas en este Acuerdo. El Cooperador liberará al Servicio, los Estados Unidos y todos sus funcionarios y empleados de toda responsabilidad de cualquier clase o naturaleza incluyendo la responsabilidad que surja del Acta de Compensación de los Empleados Federales (Federal Employees Compensation Act) como resultado de las actividades autorizadas por y descritas en este Acuerdo, exceptuando la responsabilidad que surja de la negligencia u omisión de un empleado del Departamento de Agricultura de los Estados Unidos. Con el fin de liberar al Servicio, los Estados Unidos, y a todos sus funcionarios y empleados de responsabilidad, el Cooperador acuerda exonerar al Servicio, los Estados Unidos, y a todos sus funcionarios y empleados de responsabilidad y gastos incluyendo el gasto de cualquier juicio y/o gastos legales y otros gastos para la defensa de litigios de todas las responsabilidades civiles que surjan de las actividades autorizadas y/o descritas en este Acuerdo, excepto la responsabilidad que surja por la negligencia u omisión de cualquier empleado de los Estados Unidos de Norteamérica.

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[1] Exhibit A appended to the Spanish text is in the English language. See p. 8 *supra*.

25. Que el Contralor General de los Estados Unidos o cualquiera de sus representantes debidamente autorizados o representantes debidamente autorizados del Departamento de Agricultura de los Estados Unidos tendrá acceso, y el derecho a examinar libros, documentos, papeles, y archivos pertinentes del Cooperador que comprendan las transacciones relacionadas con este Acuerdo hasta la expiración de tres años después del pago final bajo este Acuerdo. El mismo derecho se extiende en forma idéntica al Secretario de Estado y a las Agencias del Ministerio de Agricultura y a la Dirección Técnica de Sanidad Vegetal de Guatemala.

26. Ningún miembro o delegado del Congreso de los Estados Unidos, Comisionado Residente, o funcionario del Poder Legislativo de Guatemala será admitido en ninguna participaciónn o parte de este Acuerdo o de cualquier beneficio que de ello resulte, al menos que sea hecho a través de una corporación para beneficio general.

27. Este Acuerdo estará en vigor a partir de la fecha de firma final y continuará vigente hasta el 30 de septiembre de 1982, y estará sujeto a renovarse por escrito por ambas partes cada año. Además, este Acuerdo puede enmendarse en cualquier momento por mutuo acuerdo de las partes involucradas por escrito. Cualquiera de las partes puede cancelar este Acuerdo con aviso de 60 días de anticipación por escrito a la otra parte.

28. Al concluír este Acuerdo Cooperativo cualquiera y todo el equipo comprado con fondos del Servicio, incluyendo el equipo comprado bajo el Acuerdo del 10 de julio de 1981, será devuelto al Servicio y sujeto a su disposición. Además, el Servicio, a solicitud del Cooperador acuerda vender su equipo al Cooperador, todo o en parte, y a un precio que se acordará a través de una evaluación conjunta.

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

DIRECTOR TECNICO — Fecha

20 - Octubre/1981

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

D. Scott Campbell — 10/22/81
DELEGADO ADMINISTRADOR — Fecha

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-807

10289

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10289

TAXATION

Reimbursement of Income Taxes

Agreement Between the
UNITED STATES OF AMERICA
and the World TOURISM ORGANIZATION

Effected by Exchange of Letters
Dated at Madrid September 23 and
October 27, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

WORLD TOURISM ORGANIZATION

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of letters
Dated at Madrid September 23 and October 27, 1981;
Entered into force January 1, 1982.

The American Acting Commercial Attaché to the Secretary-General of the World Tourism Organization

UNITED STATES DEPARTMENT OF COMMERCE

FOREIGN COMMERCIAL SERVICE

Madrid, September 23, 1981

Honorable Robert C. Lonati
Secretary-General
World Tourism Organization
Capitan Haya 42
Madrid 20

Dear Mr. Secretary-General:

I refer to this Embassy's diplomatic note, dated September 23, 1981, informing you of the U.S. Government's intention to terminate the existing Tax Reimbursement Agreement between the U.S. Government and the World Tourism Organization,[1] and to replace it with a new agreement. I enclose a draft text of the new Tax Reimbursement Agreement, for your consideration.

The U.S. Government would appreciate receiving a formal response from the World Tourism Organization as soon as might be convenient.

Sincerely,

Mark J. Platt

Mark J. Platt
Acting Commercial Attache

Enclosure:
As stated

EMBASSY OF THE UNITED STATES OF AMERICA
SERRANO 75 MADRID-6 TELEPHONE: 276 36 00 TELEX 27763

[1] Exchange of letters Feb. 24 and 25, 1977. TIAS 8565; 28 UST 2455.

TAX REIMBURSEMENT AGREEMENT

The World Tourism Organization will reimburse Organization staff members who are United States citizens, or who are otherwise liable to pay United States Federal Income Taxes, for those United States Federal Income Taxes that these employees have paid on World Tourism Organization income as specified below. An advance payment made by the World Tourism Organization relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee.

An income tax equalization charge will be payable by the United States Government, subject to the availability of funds, to the World Tourism Organization to compensate the World Tourism Organization for the expenditures it has made. This charge will cover reimbursements made by the World Tourism Organization for United States Federal Income Taxes on the following categories of World Tourism Organization income: Basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; or other payments made specifically to compensate an employee for the United States Federal Income Tax for which the employee is liable or has paid.

The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The United States Government will reimburse for each taxpayer an amount not to exceed the Federal Income Tax that would be due if the specified categories of World Tourism Organization income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

READEX FICHE best copy available

This agreement does not cover World Tourism Organization employees who are paid from voluntary funds, nor income from any source other than the World Tourism Organization.

The World Tourism Organization will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the World Tourism Organization, after securing the written permission of the American staff members, will provide the Department of State with a list of participating employees and their United States Social Security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The United States Government will reimburse the World Tourism Organization on the basis of a certification that reimbursements have been made by the World Tourism Organization to United States citizens, or others who are liable to pay United States Federal Income Taxes. The certifications will set forth the names and United States Social Security numbers of the staff members reimbursed, the total of World Tourism Organization income against which the United States Federal Income Tax has been paid, the amounts reimbursed to the staff members, the tax year for which the reimbursement is made, and the year in which reimbursement is made for each of the categories of World Tourism Organization income specified above.

This Agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by the World Tourism Organization on taxes paid on income earned in 1982 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

This Agreement supersedes the Agreement on Reimbursement of Income Taxes between the United States of America and the World Tourism Organization concluded in Madrid on February 24 and 25, 1977.

5

The Secretary-General of the World Tourism Organization to the American Ambassador

OMT-WTO-BTO

ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACION MUNDIAL DEL TURISMO
ВСЕМИРНАЯ ТУРИСТСКАЯ ОРГАНИЗАЦИЯ

The Secretary General

The Secretary-General of the World Tourism Organization presents his compliments to the Ambassador of the United States of America and has the honor to inform him that the Secretary-General has agreed to the proposal of the Government of the United States of America to terminate the existing tax reimbursement agreement between the World Tourism Organization and the United States of America and replace it with the new agreement with effect from 1 January 1982.

The Secretary-General is happy to acknowledge that this exchange of verbal notes constitutes the agreement between the Government of the United States of America and the World Tourism Organization with the aim of standardizing the existing tax reimbursement procedure with a more precisely worded text, copy attached.

The Secretary-General of the World Tourism Organization avails himself of this opportunity to renew to the Ambassador of the United States of America the assurances of his highest consideration.

Madrid, 27 October 1981

ORGANIZACION MUNDIAL DEL TURISMO · OMT ·

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-808

10290

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10290

TAXATION

Reimbursement of Income Tax

Agreement Between the
UNITED STATES OF AMERICA
and the INTER-PARLIAMENTARY UNION

Effected by Exchange of Notes
Dated at Geneva September 17 and
October 27, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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INTER-PARLIAMENTARY UNION

Taxation: Reimbursement of Income Tax

Agreement effected by exchange of notes
Dated at Geneva September 17 and October 27, 1981;
Entered into force October 27, 1981;
Effective January 1, 1981.

The United States Mission to International Organizations to the Inter-Parliamentary Union

UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS
GENEVA, SWITZERLAND

September 17, 1981

No. 344

The Permanent Mission of the United States of America to the United Nations Office and other International Organizations in Geneva presents its compliments to the Inter-Parliamentary Union and has the honor to refer to the previous correspondence between the Mission and the IPU with regard to the conclusion of a tax reimbursement agreement between the United States Government and the IPU.

The Mission has been requested to seek agreement to the following additions and modification to the text presented in its letters of April 21 and May 22, 1981:[1]

--Addition at the end of the first paragraph of the sentence: "An advance payment made by the IPU relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee."

-- Addition at the end of the second paragraph of the following phrase: ". . . payments made specifically to compensate an employee for the United States federal income tax for which the employee is liable or has paid."

-- Modification of the antepenultimate paragraph to read as follows and moving it within the text so that it becomes the fourth paragraph: "The United States Government

[1] Not printed as incorporated in full text *infra*.

will reimburse for each taxpayer an amount not to exceed the federal income tax that would be due if the specified categories of IPU income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed."

The full tax reimbursement agreement would then read:

"The Inter-Parliamentary Union (IPU) will reimburse IPU staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that these employees have paid on IPU income as specified below. An advance payment made by the IPU relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee.

"An income tax equalization charge will be payable by the United States Government, subject to the availability of funds, to the IPU to compensate the IPU for the expenditures it has made. This charge will cover actual reimbursements made by the IPU for United States federal income taxes on the categories of IPU income specified below: basic salary; post allowance that is based on the cost of living; travel appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education

travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependent grant; payments made specifically to compensate an employee for the United States federal income tax for which the employee is liable or has paid.

"The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or taxes paid to any state or local government within the United States.

"The United States Government will reimburse for each taxpayer an amount not to exceed the federal income tax that would be due if the specified categories of IPU income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

"This agreement does not cover IPU employees who are paid from voluntary funds, nor income from any source other than from the IPU.

"The IPU will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the IPU, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their United States social security numbers for forwarding to the United States

Internal Revenue Service for income tax filing record checks.

"The United States Government will reimburse the IPU on the basis of a certificate that reimbursements have been made by the IPU to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total amount of IPU income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of IPU income specified above.

"This agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by the IPU on taxes paid on income earned in 1978 or thereafter.

"This agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given."

The above agreement will be concluded upon receipt by the Permanent Mission of a note from the IPU formally consenting to the text.

The Permanent Mission of the United States avails itself of this opportunity to renew to the Inter-Parliamentary Union its assurances of its highest consideration.

The Mission of the United States of America,
Geneva, September 17, 1981.

The Inter-Parliamentary Union to the United States Mission to International Organizations

UNION INTERPARLEMENTAIRE 1889 INTER-PARLIAMENTARY UNION

PLACE DU PETIT-SACONNEX
1209 GENEVE (SUISSE

ADRESSE TELEGRAPHIQUE
INTERPARLEMENT GENEVE
TELEPHONE (022) 34 41 50

The Inter-Parliamentary Union presents its compliments to the Permanent Mission of the United States of America to the United Nations Office and other International Organizations in Geneva and has the honour to refer to previous correspondence between the Mission and the Inter-Parliamentary Union with regard to the conclusion of a tax reimbursement agreement between the United States Government and the Inter-Parliamentary Union.

The Inter-Parliamentary Union has taken note of the Permanent Mission's note verbale (No. 344) of 17 September 1981 and of the proposed additions and modifications to the text of the above-mentioned agreement.

The Inter-Parliamentary Union hereby consents to the new agreement text quoted in the Permanent Mission's note.

The Inter-Parliamentary Union avails itself of this opportunity to renew to the Permanent Mission of the United States of America its assurances of its highest consideration.

The Inter-Parliamentary Union,

Geneva, 27 October 1981

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—21-809

10291

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10291

EMPLOYMENT

Arrangement Between the
UNITED STATES OF AMERICA
and SWEDEN

Effected by Exchange of Notes
Dated at Washington October 27 and 30, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SWEDEN

Employment

Arrangement effected by exchange of notes
Dated at Washington October 27 and 30, 1981;
Entered into force October 30, 1981.

The Department of State to the Swedish Embassy

The Department of State acknowledges receipt of Note No. 112 dated July 22, 1981,[1] from the Embassy of Sweden proposing the conclusion of a bilateral agreement on the employment of dependents of United States and Swedish Government officials in the territory of the other. The Department enthusiastically welcomes this proposal and suggests the following specific language for the agreement:

"The United States and Sweden agree that, on the basis of reciprocity, dependents of employees of one Government assigned to official duty in the territory of the other will be authorized to accept employment under the terms set forth herein. 'Employees' covered by this agreement are those persons assigned to diplomatic and consular missions, as well as persons assigned to missions to international organizations.

"Before such dependents commence employment in the receiving State, the embassy of the sending State shall make an official request for approval. In the case of Sweden, such request shall be forwarded to the Protocol Division of the Ministry for Foreign Affairs. In the case of the United States, the request shall be forwarded to the Office of Protocol of the Department of State. Upon verification that the person in question qualifies as a dependent to whom this

[1] Not printed.

agreement is applicable, the protocol office shall inform the embassy that the dependent has permission to accept employment. The procedures followed by the respective protocol offices shall be those prescribed by the laws, regulations and practices of the receiving State but shall be applied in a way which facilitates acceptance of employment as quickly as possible.

"In the case of dependents who obtain employment under this Agreement and who enjoy immunity from jurisdiction of the receiving State in accordance with the Vienna Convention on Diplomatic Relations,[1] or under any other applicable international agreement, the sending State agrees to waive irrevocably such immunity with respect to civil and administrative jurisdiction relating to all matters arising out of the employment. Such dependents shall also be obliged to pay income taxes imposed by the receiving State on any remuneration received as a result of their employment."

The Department of State proposes that this note and the Embassy's note in reply confirming the acceptability of its contents constitute an agreement which shall enter into force on the date of the Embassy's reply note and shall remain in force until ninety days after the date of a written notification from either Government to the other of intention to terminate it.

Department of State,
Washington, October 27, 1981

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3227.

The Swedish Embassy to the Department of State

SWEDISH EMBASSY

NO. 188

The Swedish Embassy presents its compliments to the Department of State and has the honor to acknowledge receipt of the Department's note of October 27, 1981, regarding the employment of dependents of employees of either government assigned to the other country.

The Swedish Embassy is pleased to inform the Government of the United States that the Swedish Government concurs in the proposal set out in the Department's note and further agrees that the Department's note and this reply shall constitute an arrangement between our two governments effective as of October 30, 1981, and shall remain in effect until terminated by either government on ninety days written notice to the other.

The Swedish Embassy avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, D.C., October 30, 1981

Office of Protocol
Department of State
Washington, D.C.

Address
Suite 1200
600 NEW HAMPSHIRE AVE., N.W.
WASHINGTON, D. C. 20037
USA

Telefon
(202) 298-3500

Telegram
SVENSK

Telex
RCA 248347, Svsk Ur
WU 89-2724 Svensk WSH

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—22-501

10292

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10292

ATOMIC ENERGY

TECHNICAL INFORMATION EXCHANGE AND COOPERATION IN REGULATORY AND SAFETY RESEARCH MATTERS

Arrangement Between the
UNITED STATES of AMERICA
and the REPUBLIC OF KOREA

Signed at Washington November 10, 1981

with

Patent Addendum

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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REPUBLIC OF KOREA

Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

Arrangement signed at Washington November 10, 1981;
Entered into force November 10, 1981.
With patent addendum.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.)
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY (M.O.S.T.),
REPUBLIC OF KOREA,
FOR
THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION
IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Ministry of Science and Technology, Republic of Korea (hereinafter called the M.O.S.T.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on March 18, 1976,[1] between the United States Nuclear Regulatory Commission and the Atomic Energy Bureau of the Ministry of Science and Technology, Republic of Korea, such Arrangement including provision for its extension as mutually agreed upon by the parties;

[1] TIAS 8283; 27 UST 1848 [Footnote added by the Department of State.]

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the M.O.S.T. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of, and safety research on, designated types of nuclear energy facilities:

a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the M.O.S.T. as similar to certain facilities being built or planned in Korea and equivalent documents on such Korean facilities.

d. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications. (See Appendices A and B.)

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties, as well as advice on particular questions relating to reactor safety.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

I.3 Collaboration in Regulatory Standards

The U.S.N.R.C. has worked closely with the International Atomic Energy Agency (I.A.E.A.) to develop fundamental reactor safety standards adaptable to all countries initiating nuclear power programs. Subject to available resources, the U.S.N.R.C. will work in close cooperation with the M.O.S.T. to tailor these I.A.E.A. standards and other related standards to Korean circumstances. This includes review and comment by the U.S.N.R.C. of standards being proposed by the M.O.S.T. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

I.4 Personnel Training Assignments

On request, the U.S.N.R.C. will assist the M.O.S.T. in providing certain training and experience for M.O.S.T. safety personnel. Costs of salary, allowances and travel of M.O.S.T. participants will be paid by the M.O.S.T. Participation will be permitted to the maximum extent within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

a. M.O.S.T. inspector accompaniment of U.S.N.R.C. inspectors on operating reactor and reactor construction inspections in the U.S., including extended briefings at the U.S.N.R.C. regional inspection offices.

b. Participation by M.O.S.T. employees in U.S.N.R.C. staff training courses.

c. Assignment of M.O.S.T. employees for 1-2 year periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience.

d. Presentation of staff training courses in Korea.

I.5 Cooperation in Nuclear Emergencies

In the case of a significant nuclear incident or accident in Korea, and particularly in those cases involving a U.S.-supplied nuclear power plant, the U.S.N.R.C. agrees, within the limits of its legislative authority and available resources, to render assistance at the request of the M.O.S.T. Examples of the types of assistance, the extent of which will be determined by the U.S.N.R.C. and the M.O.S.T. on a case-by-case basis, could include, but would not necessarily be restricted to, the following:

a. Establishing and maintaining a channel of communication between the M.O.S.T. and the U.S.N.R.C. to monitor the severity of the accident situation and to provide technical advice to the M.O.S.T.

b. Organizing and maintaining teams of experts, working in U.S.N.R.C. Headquarters and in other U.S. locations as required, to give technical advice on the safety problems attendant to the emergency.

c. Sending U.S.N.R.C., and other U.S., technical experts, including experts in offsite protective measures, to Korea during emergency situations.

To activate this emergency assistance* the following procedures would apply:

(1) A designated representative of the M.O.S.T. will communicate directly with the U.S.N.R.C. Headquarters Duty Officer at the U.S.N.R.C. Operations Center for the purpose of supplying initial information on the incident. A line of communication will be established and maintained by the M.O.S.T.

(2) The U.S.N.R.C. Operations Center will follow its established procedures, including decision criteria for activating the U.S.N.R.C. Executive Team, for collecting and assessing status information and monitoring the progress of the emergency, using this established communications link.

(3) Continuing information (in English) will be provided from Korea to the United States, preferably from the site of the incident.

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* In situations requiring technical advice, but not of an emergency nature, requests for assistance will be made within the channel of communication between the U.S.N.R.C. and the M.O.S.T. Arrangement administrators which is described in Section II.b of this Arrangement.

(4) As soon as practical, the Headquarters Duty Officer and the M.O.S.T. designee will arrange for conference conversations between the Director General of the M.O.S.T. Atomic Energy Bureau, or his designated representative, and the U.S.N.R.C. Executive Director for Operations, the Director of the Executive Team, when activated, or another designated official representing U.S.N.R.C., and appropriate technical experts, in which assistance measures will be discussed and plans for initiating assistance programs agreed upon.

(5) Cooperative action will begin as soon as this verbal agreement is reached. This plan of cooperative action will be confirmed by telegraph as soon as practicable.

(6) Questions of liability will be covered as set out in the International Convention on Nuclear Safety Cooperation when it is ratified by the U.S. and Korea. In the interim, the U.S.N.R.C., or its representatives, will not be held liable for personal injury or property damage which may result from information or assistance it provides, or fails to provide, in the course of civil nuclear emergencies. As with other information furnished under this Arrangement, each side is fully responsible for what use it makes of any information it receives.

(7) M.O.S.T. will send copies of final safety analysis reports and other documentation describing Korean nuclear power plants and approved emergency procedures to U.S.N.R.C. These will be kept by U.S.N.R.C. for use in interpretation and analysis of information received during emergency and other assistance actions.

I.6 Additional Safety Advice

To the extent that the documents, training, and other assistance provided by the U.S.N.R.C., as described in I.1 through I.5, above, are not adequate to meet M.O.S.T. needs for technical advice, the parties will consult on the best means for fulfilling such needs.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the

designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government

concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors or organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked or, if verbal, identified, so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, DC, on this tenth day of November 1981.

FOR THE KOREAN MINISTRY OF SCIENCE AND TECHNOLOGY

Chung Oh Lee
Minister

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Nunzio J. Palladino
Chairman

APPENDIX "A"

U.S.N.R.C.-M.O.S.T. Reactor Safety Research Exchange

Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Severe Accident Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Man-Machine Interface Studies
13. Fire Protection Studies
14. Decommissioning Studies
15. Radiation Health and Environment Studies
16. Waste Management Studies

APPENDIX "B"

U.S.N.R.C.-M.O.S.T. Reactor Safety Research Exchange

Areas in Which the M.O.S.T. Is Performing LWR Safety Research

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).

2. Fuel Rod Bowing Analysis

PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this exchange of technical information in regulatory safety research matters and cooperation in the development of safety standards between tne U.S. Nuclear Regulatory Commission and the Ministry of Science and Technology, Republic of Korea, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one Party or its contractors to the other Party or its contractors, the Party (Inventor Party) making the invention shall acquire all right, title and interest in and to any such invention, discovery, patent application or patent in its own and third countries, subject to the grant to the other Party (Recipient Party) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in such countries for use in the production or utilization of special nuclear material or atomic energy, and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the Inventor Party.

B. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—22-502

10293

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10293

DEFENSE ASSISTANCE

Support of Aircraft

Agreement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC OF GERMANY

Signed at Bonn and Ramstein
November 5 and 9, 1981

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Related Letter

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FEDERAL REPUBLIC OF GERMANY

Defense Assistance: Support of Aircraft

Agreement signed at Bonn and Ramstein November 5 and 9, 1981;
Entered into force November 9, 1981;
Effective October 1, 1979.
With related letter.

Agreement

between

The Commander in Chief, United States Air Forces
in Europe (USAFE)

and

The Federal Minister of Defense
of the Federal Republic of Germany

concerning

the support of USAFE A-10 aircraft at Forward Operating Locations
(FOLS) in the Territory of the Federal Republic of Germany

In implementation of the decision of their respective governments to establish FOLs for A-10 aircraft at certain German Air Force (GAF) bases, the Commander in Chief of the United States Air Forces in Europe and the Federal Minister of Defense of the Federal Republic of Germany have agreed as follows:

Article 1

1. The Federal Minister of Defense of the Federal Republic of Germany provides free of rent to USAFE, for sole or joint use, buildings, areas, and appurtenant installations for the establishment of FOLs on the Leipheim, Nörvenich, and Ahlhorn air bases.

2. A listing of the provided buildings, areas, and installations is set forth

   - in Annex A for the Leipheim air base,
   - in Annex B for the Nörvenich air base, and
   - in Annex C for the Ahlhorn air base.

3. Changes or extensions of the sole or joint use of the buildings, areas and installations listed in the Annexes may be mutually agreed at base level and will then be submitted by USAFE to the Federal Minister of Defense of the Federal Republic of Germany for confirmation.
   Confirmed changes or extensions of sole or joint use will be reflected in amended Annexes to this Agreement.

4. In addition, the FOLs are provided within existing capabilities, the joint use of all facilities of the air bases which are, or may become, necessary for the operation of the FOLs. The extent of the joint use will be set forth in operating agreements to be negotiated at the appropriate local level. Such operating agreements will be based on a maximum force of 80 US military

personnel of all ranks plus approximately 8 aircraft flying approximately 12 sorties daily.

5. Flying operations will be in accordance with the regulations of the respective air base commanders. Deviations from routine flying operations (i.e. exercises) will be handled as follows: Not later than 60 days prior to a proposed peacetime unit readiness/surge exercise at an FOL, HQ USAFE will apply for approval from German Air Force Tactical Command (GAFTAC) for an exercise by up to 18 aircraft (A-10s from the 81 TFW, including those already stationed at the FOL). The approval request will contain a specific start date, desired duration of the exercise and the anticipated number of sorties per day. Exercises of collocated operating base (COB) forces at FOL Ahlhorn will not be conducted in conjunction with FOL exercises of the 81 TFW at this base and will be applied for in accordance with Article 7 of the Supplementing Arrangement for Operation and Support of USAF Deployments to Air Bases of the Federal Republic of Germany.[1]

Article 2

1. Upon the request of USAFE, the German construction agencies will make additions and alterations to the buildings and erect structures on the areas provided. New constructions, additions and alterations will, in compliance with pertinent German laws, statutory instruments and administrative regulations, be carried out under NATO infrastructure procedures or in accordance with the procedures laid down in the "Agreement for Accomplishment of Dollar Funded Construction Projects of the US Forces" (DBK 1956/1961) or subsequent procedures as set out in ABG 75 (US version).

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[1] Not printed.

New constructions, additions and alterations involving costs not exceeding $ 100,000 (Minor Constructions) will be initiated by the Federal Armed Forces Administration upon request to be addressed to the Garrison Administrative Office (STOV) concerned. Requests for new constructions, additions and alterations the cost of which exceed $ 100,000 (Major Constructions) will be submitted by USAFE to the Federal Minister of Defense of the Federal Republic of Germany direct.

2. Before additions or alterations are made to any buildings or facilities provided for sole or joint use, the permission of the competent STOV and the base commander concerned will be obtained.

   Additions and alterations to buildings and facilities co-used by USAFE must not impair the use of such buildings and facilities by the GAF.

3. The use of buildings and areas for purposes other than the operation of the FOL requires prior approval of the Federal Minister of Defense of the Federal Republic of Germany.

Article 3

USAFE waives any claim for the residual value of new constructions, additions and alterations upon terminating the use of buildings, areas, and appurtenant facilities and, in addition, will bear the cost of restoration to the original condition thereof, in accordance with DBK 1956/1961 and/or BMG 1956/1961.

Article 4

1. The security of FOL installations, parkway/flightline areas, and ammunitions storage areas (including munitions areas adjoining GAF munitions storage areas off base) will be provided

by the Federal Minister of Defense of the Federal Republic of Germany in accordance with German security regulations. The cost of meeting any additional security requirements will be reimbursed by USAFE.

2. USAFE will not erect additional fencing around provided buildings, areas, and appurtenant facilities located within military secure areas without the prior approval of the base commander concerned.

Article 5

1. Maintenance of provided buildings, areas and appurtenant installations will be carried out in accordance with Section C of the "Guidelines for the Implementation of Construction Projects of the Federal Government within the terms of reference of the Construction Administration" (RBBau). Building maintenance includes the maintenance and repair of buildings, structures and non-severable functional installations. Building maintenance costs will be borne by USAFE in accordance with DBK 1956/1961, BMG 1956/1961 and pertinent follow-on agreements.

2. The STOV will be responsible for the operation of functional installations (subject to an administrative charge as provided for in paragraph 5 of Article 6 below) and the maintenance of severable functional installations.

Article 6

1. Building and Maintenance Costs; Reimbursements

   a. USAFE will bear the cost of minor and major new constructions, additions or alterations, including the cost of

building maintenance and maintenance of non-severable equipment and furnishings required by USAFE for operation of the FOL. Where NATO common funding appears possible, USAFE will apply for NATO infrastructure programming.

b. The German construction agencies will be reimbursed for services provided in connection with building maintenance and the execution of minor or major new constructions, building extensions or alterations in accordance with DBK 1956/1961 or applicable follow-on agreements.

c. USAFE will bear such costs as may be required to install meters for determining consumption of utilities (such as electricity and heating) unless it is mutually agreed that other methods of cost determation are adequate.

2. Operating Costs

a. USAFE will bear the other operating costs of the buildings, areas, and appurtenant facilities solely used by the FOL.

b. USAFE will bear a proportionate share of the cost of jointly used base facilities which may be an estimated lump-sum amount if other determination of cost is not possible. Computation of the lump sum will be based on the number of aircraft on base, or in the case of billets, office buildings and recreational facilities, on the number of user personnel.

3. POL and Supply Support of Aircraft

a. CAF POL and support services will be provided within existing capabilities to support aircraft referenced in Article 1, paragraph 5, above. The costs of hiring additional civilian personnel required to provide such services will be reimbursed by USAFE after consultation with the FOL Commander.

b. When POL storage capacity has been provided for sole use, USAFE will be responsible for initial filling either by USAF or GAF. If the GAF is requested to provide the initial fill, USAFE will reimburse the costs in accordance with the procedures of STANAG 3113. Turnover of US POL stocks will be provided by GAF as required by normal peacetime flying training. The costs for maintaining these stocks will be reimbursed by USAFE in accordance with STANAG 3113 procedures.

In times of tension and in wartime, POL aircraft will be supplied from on-base stocks pending the delivery of follow-on supplies from the pipeline system.

c. Crash recovery and other aircraft support including manpower for normal peacetime POL operations will be reimbursed in accordance with the procedures of STANAG 3113.

4. Other Support Services

a. Telecommunications. The GAF will provide air traffic control (ATC) services as available. The POL units will be provided the co-use of existing air base telecommunications installations and circuits within existing capabilities. The co-use of the Federal Armed Forces telecommunications system is without charge. USAFE will be charged for telecommunications services of the public Bundespost system. Details concerning the use of telecommunications installations and facilities will be arranged with the cognizant units on base.

b. Transportation. The Federal Armed Forces will provide transportation to POL personnel on a cost-reimbursable basis for official purposes in accordance with the appropriate German regulations to the extent that sufficient organic POL transportation is not available.

c. Laundering Services. Laundering services will be provided on a reimbursable basis by the appropriate STOV under existing contracts.

d. Supplies. The GAF base commander and STOV will provide, on a reimbursable basis, supplies including vehicle gasoline (MOGAS) and heating fuel drawn from German stocks or contractors. Control procedures will be in accordance with established policies.

e. Vehicle maintenance. The GAF will provide maintenance for USAFE commercial vehicles of German manufacture on a reimbursable basis. Where maintenance criteria cannot be met by the GAF, FOLs will award contracts for such services to civilian contractors at their own expense. STOVs will render assistance in selecting suitable firms at no cost to USAFE.

5. Administrative Costs

An administrative charge of 3% of the amount of incurred costs will be made. This will not apply to support provided under paragraph 3, above, and it will not prejudice the provisions of subparagraph 1.b., above.

Article 7

1. Within the Air Force base, FOL personnel will be subject to the regulations of the base commander, except within the buildings, areas, and appurtenant installations that have been provided for the sole use of the FOL. For the purposes of this Agreement, FOL personnel will comprise personnel permanently assigned to the FOL and personnel performing duties on the base in support of the FOL under a temporary-duty assignment.

2. The Commander of the Air Base, the Chief of the STOV and their authorized personnel have the right to enter the POL occupied buildings, areas, and appurtenant facilities for maintenance and repair or for any work appearing to them to be necessary because of any type of emergency. The POL Commander or his designated representative will be informed as soon as possible of the circumstances of such an emergency.

3. German safety regulations concerning the storage of munitions and POL will apply to any storage area made available on the POL for sole or joint use by USAFE, and to all storage capacity erected on air base areas by USAFE, unless in particular instances U.S. standards are more stringent, in which case the latter will prevail.

USAFE will permit an authorized representative of the GAF to make unscheduled inspections to determine compliance with regulations pertaining to the storage of dangerous materials.

Article 8

1. POL personnel may partake of German troop messing against payment by the individual. If as a result it is necessary to employ additional kitchen help, all additional personnel costs will be reimbursed by USAFE.

2. POL personnel may join the GAF officers and NCO messes subject to membership criteria and payment of normal dues and fees.

3. POL personnel on temporary duty on the air bases will be entitled to use the GAF officers and NCO messes without payment of membership dues, provided such personnel are members of the USAF officers or NCO mess at their home station. The GAF airmen's messes (Mannschaftsheime) may be used subject to payment of the established prices.

USAFE will reimburse the cost for additional cleaning and mess personnel which has to be employed under GAF regulations as a result of the co-use of GAF officers messes by FOL personnel.

4. In cases where additional personnel must be employed, the Chief of the STOV will consult with the FOL Commander and the GAF base commander before a decision is made to employ additional personnel to allow the FOL Commander to pursue other alternatives.

Article 9

After coordination with the German air base commander, FOL personnel may use existing morale, welfare and recreational facilities of the garrison area under the same conditions as members of the Bundeswehr.

Article 10

1. Single FOL personnel will, as far as possible, be provided billeting under the same conditions as comparable GAF personnel. This will include temporary furnishing until such time as the FOL can provide USAFE standard furniture.

2. The STOVs concerned will, within their capabilities, render assistance to FOL personnel in finding and renting suitable off-base family housing.

Article 11

Medical and dental care will be provided to FOL personnel within the limits of the Agreement concluded between the parties on 4 April 1962[1] and in accordance with paragraph 5 of Article IX of the NATO Status of Forces Agreement[2] (NATO SOFA).

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[1] Not printed.
[2] Signed June 19, 1951. TIAS 2846; 4 UST 1810.

Article 12

1. The STOVs concerned will present monthly bills for reimbursable costs to the 81 Tactical Fighter Wing (TFW), RAF Bentwaters, through the FOL Commander. Each bill will contain an itemized statement of costs. The FOL Commander or a person designated by him will examine the bill and certify the receipt of the relevant goods and services prior to submitting the bill to the 81TFW for payment. Bills will be payable within four weeks after receipt. The STOV and the 81 TFW will agree on details of the billing and paying procedures.

2. Funds will be made available by 81 TFW for emergencies. The amount of such funds will be determined by 1 October of each year by the STOV concerned in consultation with 81 TFW.

3. All payments will be made in Deutsche Mark (DM).

Article 13

The terms of the NATO SOFA of 19 June 1951 and of the Supplementary Agreement to the SOFA regarding foreign forces stationed in the Federal Republic of Germany, dated 3 August 1959,[1] are applicable to this Agreement.

Article 14

1. This Agreement will come into effect on the date of the last signature. It will have retroactive effect as of 1 October 1979.

2. This Agreement will apply in peacetime. With effect from the date on which the FOL forces are reinforced, the regulations laid down in the "Technical Arrangement for the co-use of air bases of the Federal Armed Forces in support of NATO" of 30 May 1975 including all amendments and supplements thereto shall be applied.[2]

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[1] TIAS 5351; 14 UST 531.
[2] Not printed.

3. With the coming into effect of this Agreement, the Provisional Agreement in Principle of 13 September 1979[1] is superseded. Where measures taken pursuant to the Agreement in Principle are inconsistent with the foregoing provisions, they will not be affected, provided that such measures have been completed.

4. This Agreement may be amended at any time. Amendments shall be in writing. This Agreement will be amended whenever this is necessary under the stationing plans established by NATO.

5. This Agreement may be terminated by one year's notice in writing.

Article 15

This Agreement is executed in the English and German languages, each version being equally authentic.

Bonn, 5. Nov. 1981

For the Federal Minister of Defense of the Federal Republic of Germany

Dr. Götz Herrmann
Ministerialrat

Ramstein, 9 NOV 1981

For the Commander in Chief, United States Air Forces in Europe

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

[1] Not printed.

Annex A
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Leipheim Air Base)

The following buildings, areas, and appurtenant installations at the Leipheim Air Base are earmarked for sole or joint use by USAFE:

1.	Southeast/southwest ramps and parking area in front of shelters 307/308	15 a/c shelters with ramps will be built by 1983 with common NATO funding.
2.	Buildings 309/310	Operations facility ($200m^2$). New construction of NATO-funded squadron operations facility by the end of 1982.
3.	Shed 7 (56)	For maintenance/administration ($200m^2$).
4.	Buildings 307/308	For storage of ground support equipment and other inventories.
5.	Building 317	Transportation office; handling of passengers and air shipments.
6.	Buildings 207/208	Vehicle maintenance shop; joint use of maintenance facilities for repair and servicing of service vehicles.
7.	Hangar 316	Temporary joint use of one dock space (on the average once per month) for heavy repairs.

8. Building 332	On base storage space for 30 mm ammunition (if hazard class I) pending completion of ammunition storage site "Bubesheimer Wald".
9. Building 121 A	Enlisted personnel quarters.
10. Building 117 10 flats	Officers quarters.
11. Building 313	For interim storage of supplies pending completion of aircraft shelters.
12. Building 319	Supply storage facility (to be removed upon construction of aircraft shelters).
13. Building 331	For co-use in munitions assembly pending completion of ammunition storage site "Bubesheimer Wald".
14. LOX a. storage (not available)	NATO-funded construction of a LOX-type shelter for 2 x 500 gal. containers by the end of 1982.
b. CAF on-base plant for supply	

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Annex B
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Nörvenich Air Base)

The following buildings, areas, and appurtenant installations at Nörvenich Air Base are earmarked for sole or joint use by USAFE:

1.	"C" area	For joint use as aircraft parking area. NATO-funded construction of 13 a/c shelters with ramps by 1982.
2.	Building C-6, 2 rooms	Provisional COM center; final accommodation in semi-hardened squadron operations facility.
3.	Building C-5	Operations/administration (200m^2)
4.	Shed C-13	Maintenance facilities (600m^2)
5.	Building C-3	Transportation/supply office.
6.	Building 25 (U-14, 1 room) with pavement for vehicle parking	Venicle maintenance facility.
7.	Hangar C-1	Occasional temporary joint use of one dock space (on an average once per month) for heavy repairs.
8.	Hangar C-4	Storage of ground support and handling equipment. About 20 percent of space for joint use by GAF FBW 31 "B".
9.	Building 4 B	Enlisted personnel quarters.

10. Building 6 B, 10 rooms	Officers quarters.
11. LOX	
a. Storage (not available)	Construction of a LOX storage facility planned.
b. Supply (100 gal. per week)	
12. Munitions storage	Construction of 8 munitions storage buildings planned under NATO common funding.

Annex C
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Ahlhorn Air Base)

The following buildings, areas, and appurtenant installations at the Ahlhorn Air Base are earmarked for sole or joint use by USAFE:

1. Shelters for aircraft	Requires use of parking space in southeast area until completion of shelters. NATO-funded construction of 17 a/c shelters with ramp by 1982.
2. Buildings 154, 156	Operations facility. NATO-funded new construction of squadron operations facility to be completed by the end of 1983.
3. Building 119	Maintenance/administration.
4. Building 12 (4 rooms)	Supply/transportation office.
5. Building 103	Maintenance shop/secure storage.
6. Building 240	Office, storage, dayroom building for a/c maintenance.
7. Hangar 5 (joint use)	Transportation (handling of air shipments)
8. Space in hangars I, II, III, IV or V as available	Coordination by Helicopter Transport Wing 64.
9. Hangar 186	Ground support equipment storage ($100m^2$)

10. Building 85	**Munitions storage:** **16 munitions storage bldgs in Bissel munitions storage area;** construction of 14 additional munition storage buildings planned.
11. Building 236	Storage of practice ammunition and support equipment.
12. Building 81	Munitions storage.
13. Building 49	NCO and enlisted personnel quarters.
14. Building 46	Medical center.
15. Building 11 (1 room)	Used oil storage.
16. Building 106	Storage room for small arms and classified matter.
17. Building 32 (joint use)	Base cinema.
18. LOX a. Storage (not available)	Construction of NATO-funded SLOX planned (to be completed in 1962).
b. GAF on base plant for supply	
19. Building 162	Bachelor Officers Quarters (may be co-used by transient officers on a reimbursable basis).

20

Vereinbarung

zwischen

dem Bundesminister der Verteidigung
der Bundesrepublik Deutschland

und

dem Oberbefehlshaber der US-Luftstreitkräfte in Europa (USAFE)

über

die Unterstützung der A-10-Flugzeuge der USAFE auf vorgeschobenen Einsatzplätzen (Forward Operating Locations - FOL) auf dem Gebiet der Bundesrepublik Deutschland

In Ausführung des Beschlusses ihrer Regierungen, vorgeschobene Einsatzflugplätze (FOL) für A-10-Flugzeuge auf bestimmten Flugplätzen der deutschen Luftwaffe einzurichten, haben der Oberbefehlshaber der US-Luftstreitkräfte in Europa und der Bundesminister der Verteidigung der Bundesrepublik Deutschland vereinbart:

Artikel 1

1. Der Bundesminister der Verteidigung der Bundesrepublik Deutschland stellt USAFE auf den Flugplätzen Leipheim, Nörvenich und Ahlhorn ganz oder teilweise Gebäude, Freiflächen und sonstige dazugehörige Einrichtungen zur Errichtung von FOL unentgeltlich zur Verfügung.

2. Eine Aufstellung der überlassenen Gebäude, Freiflächen und sonstigen Einrichtungen ergibt sich

   - für den Flugplatz Leipheim aus der Anlage A,
   - für den Flugplatz Nörvenich aus der Anlage B und
   - für den Flugplatz Ahlhorn aus der Anlage C.

3. Für Veränderungen oder Erweiterungen der Nutzung oder der Mitbenutzung der in den Anhängen aufgeführten Gebäude, Freiflächen und Einrichtungen ist nach Abstimmung auf örtlicher Ebene von USAFE beim Bundesminister der Verteidigung der Bundesrepublik Deutschland eine Genehmigung einzuholen.
   Genehmigte Veränderungen oder Erweiterungen der Nutzung oder der Mitbenutzung werden in Änderung der Anlagen Bestandteil des Vertrages.

4. Darüber hinaus stehen den FOL im Rahmen der vorhandenen Möglichkeiten sämtliche Einrichtungen der Flugplätze zur Mitbenutzung zur Verfügung, die zum Betrieb der FOL notwendig sind oder notwendig werden. Der Umfang der Mitbenutzung ist in Betriebs-

vereinbarungen festzulegen, die auf der entsprechenden örtlichen Ebene auszunandeln sind. Dabei ist von einer Stärke bis zu 60 US-Soldaten aller Dienstgrade und etwa 8 Luftfahrzeugen mit ca. 12 Einsätzen täglich auszugehen.

5. Der Flugbetrieb findet im Rahmen der vom jeweiligen Flugplatzkommandanten festzulegenden Regelungen statt. Abweichungen vom Routineflugbetrieb (d.h. Übungen) werden wie folgt behandelt: Spätestens 60 Tage vor einer vorgesehenen Einsatzbereitschaftsübung der Einheit/Übung mit Spitzenbeanspruchung (surge exercise) auf einem FOL im Frieden beantragt HQ USAFE beim Luftflottenkommando der deutschen Luftwaffe die Genehmigung einer Übung mit bis zu 18 Flugzeugen (A-10-Flugzeuge des 81 TFW einschließlich der bereits auf dem FOL stationierten Flugzeuge). In dem Antrag werden ein bestimmter Anfangstermin, die gewünschte Dauer der Übung und die voraussichtliche Anzahl der Flüge pro Tag angegeben. Übungen von COB-Kräften auf dem FOL Ahlhorn werden nicht zusammen mit FOL-Übungen des 81 TFW auf diesem Flugplatz durchgeführt, und ihre Genehmigung ist gemäß Artikel 7 des "Supplementing Arrangement for Operation and Support of USAF Deployments to Air Bases of the Federal Republic of Germany" zu beantragen.

Artikel 2

1. Auf Anforderung der USAFE wird die deutsche Bauverwaltung die USAFE überlassenen Gebäude erweitern, umbauen oder auf dem überlassenen Freigelände bauliche Anlagen errichten. Neu-, Um- und Erweiterungsbauten sind unter Beachtung der deutschen Gesetze, Verordnungen und Verwaltungsvorschriften nach dem NATO-Infrastrukturverfahren oder nach dem im Dollarbaukontrakt (DBK 1956/1961) festgelegten Verfahren oder nach dem Nachfolgeverfahren gemäß ABG 75 (US-Fassung) durchzuführen.

Soweit es sich um kleine Neu-, Um- und Erweiterungsbauten bis zu einer Kostenhöhe von 100.000 US-Dollar (Minor Constructions) handelt, werden diese Maßnahmen aufgrund eines bei der betreffenden Standortverwaltung (STOV) zu stellenden Antrags durch die Bundeswehrverwaltung veranlaßt. Große Neu-, Um- und Erweiterungsbauten im Wert von über 100.000 US-Dollar (Major Constructions) werden von USAFE direkt beim Bundesminister der Verteidigung der Bundesrepublik Deutschland beantragt.

2. Soweit bauliche Änderungen und Erweiterungen der zur Nutzung überlassenen oder mitgenutzten Gebäude, Anlagen und Einrichtungen durchgeführt werden sollen, ist vor der Durchführung die Zustimmung des Flugplatzkommandanten und der zuständigen Standortverwaltung einzuholen.

   Bauliche Änderungen und Erweiterungen der Gebäude, Anlagen und Einrichtungen, die von USAFE mitgenutzt werden, dürfen zu keiner Beeinträchtigung der Nutzung durch die deutsche Luftwaffe führen.

3. Eine Verwendung der Gebäude und Freiflächen für Aufgaben, die nicht dem Betrieb der FOL dienen, bedarf der vorherigen Zustimmung des Bundesministers der Verteidigung der Bundesrepublik Deutschland.

Artikel 3

Wird die Nutzung der Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen durch die USAFE beendet, verzichtet USAFE auf eine Restwertentschädigung für Neu-, Um- und Erweiterungsbauten und trägt zusätzlich die Kosten der Wiederherstellung des ursprünglichen Baizustands auf der Basis des DBK 1956/1961 bzw. der BMG 1956/1961.

Artikel 4

1. Die Sicherheit der FOL-Einrichtungen, -Abstell-/-Flugbetriebsbereiche und -Kampfmittellagerbereiche (einschließlich Kampfmittellagerbereiche, die an außerhalb der Flugplätze liegende Kampfmittellagerbereiche der deutschen Luftwaffe angrenzen) wird vom Bundesminister der Verteidigung der Bundesrepublik Deutschland nach den deutschen Sicherheitsvorschriften gewährleistet. Soweit zusätzlich Sicherheitsforderungen gestellt werden, erstattet USAFE die dadurch entstehenden Kosten.

2. USAFE errichtet ohne vorherige Zustimmung des Flugplatzkommandanten keine zusätzliche Umzäunung um die überlassenen Gebäude, Freiflächen und dazugehörigen Einrichtungen, die im militärischen Sicherheitsbereich der jeweiligen Liegenschaft liegen.

Artikel 5

1. Bauunterhaltungsmaßnahmen an den überlassenen Gebäuden, Freiflächen und sonstigen Einrichtungen werden nach Maßgabe der "Richtlinien für die Durchführung von Bauaufgaben des Bundes im Zuständigkeitsbereich der Finanzbauverwaltung" (RBBau), Abschnitt C, durchgeführt. Die Bauunterhaltung umfaßt die Instandhaltung und Instandsetzung aller baulichen Anlagen, auch der festeingebauten betriebstechnischen Anlagen. Die erforderlichen Mittel stellt USAFE auf der Grundlage des DBK 1956/1961 und der BMG 1956/1961 bzw. evtl. Folgeabkommen zur Verfügung.

2. Der STOV obliegt auch die Bedienung der betriebstechnischen Anlagen (für die ein Verwaltungskostenbeitrag nach Artikel 6.5 erhoben wird), sowie die Unterhaltung der nicht festeingebauten betriebstechnischen Anlagen.

Artikel 6

1. Bau- und Bauunterhaltungskosten und Entschädigungen

a. Die im Zusammenhang mit großen oder kleinen Neu-, Um- und Erweiterungsbauten - einschließlich der Instandhaltung und Instandsetzung der zum Betrieb der FOL von USAFE geforderten und nicht mit dem Bau fest verbundenen Geräte und Einrichtungsgegenstände - sowie die für die Bauunterhaltung anfallenden Kosten trägt USAFE. Soweit eine NATO-Finanzierung beantragt werden kann, sind die Vorhaben von USAFE zur NATO-Infrastruktur-Programmierung anzumelden.

b. Die deutsche Bauverwaltung erhält für ihre im Zusammenhang mit der Durchführung großer oder kleiner Neu-, Um- und Erweiterungsbauten und der Bauunterhaltung erforderlichen Leistungen Entschädigungen, die nach dem DBK/BMG 1956/1961 oder einschlägigen Nachfolgevereinbarungen zu berechnen sind.

c. USAFE trägt weiter die Kosten, die erforderlich sind, um Zähleinrichtungen zu installieren, die zum Ablesen von Versorgungsleistungen (z.B. Strom, Heizung) notwendig sind, es sei denn, übereinstimmend wird festgestellt, daß andere Verfahren der Kostenermittlung zureichend sind.

2. Betriebskosten

a. USAFE trägt die sonstigen Betriebskosten der Gebäude, Freiflächen und sonstigen Einrichtungen, die ausschließlich von FOL benutzt werden.

b. An den Kosten der gemeinsam genutzten Liegenschaften der Flugplätze trägt USAFE den auf die FOL entfallenden Anteil, der pauschaliert werden kann, wenn eine andere Aufteilung nicht möglich ist. Die Pauschalierung wird nach der Anzahl

der stationierten Flugzeuge oder, sofern es sich um Unterkunfts-, Verwaltungsgebäude oder Betreuungseinrichtungen handelt, nach der Personalstärke der Benutzer festgelegt.

3. Betriebsstoffversorgung und Unterstützung für die Flugzeuge

a. Betriebsstoffversorgung und Unterstützungsleistungen durch die deutsche Luftwaffe werden im Rahmen der vorhandenen Kapazitäten durchgeführt, um die in Artikel 1, Absatz 5, genannten Flugzeuge zu unterstützen. Die Kosten von zusätzlich eingestelltem zivilem Personal, das für die Erbringung dieser Leistungen erforderlich ist, werden nach Rücksprache mit dem Kommandeur des FOL von USAFE erstattet.

b. Soweit Lagerkapazitäten für Betriebsstoffe zur alleinigen Nutzung überlassen wurden, ist die USAFE für die Erstbefüllung durch die USAF oder die deutsche Luftwaffe verantwortlich. Wird die deutsche Luftwaffe aufgefordert, die Erstbefüllungsmenge bereitzustellen, so erstattet USAFE die Kosten nach den Vorschriften von STANAG 3113. Das Umschlagen der US-Betriebsstoffbestände wird von der deutschen Luftwaffe entsprechend dem Bedarf für den normalen Übungs- und Ausbildungsbetrieb im Frieden durchgeführt. Die Kosten der laufenden Erhaltung dieser Bestände werden von USAFE nach den Vorschriften von STANAG 3113 erstattet.
In Kriegs- und Spannungszeiten werden die FOL-Flugzeuge bis zur Anschlußversorgung aus dem Pipeline-System aus auf dem Flugplatz befindlichen Beständen versorgt.

c. Kosten für die Bruchbergung und andere Unterstützungsleistungen für die Flugzeuge, einschließlich Kosten des Personals für den normalen Betrieb der FOL im Frieden, werden nach den Vorschriften von STANAG 3113 erstattet.

4. Sonstige Unterstützungsleistungen

a. Fernmeldebetrieb. Die Luftwaffe erbringt im verfügbaren Umfang Leistungen für die Flugsicherheitskontrolle. Den FOL-Kräften werden die auf den Flugplätzen vorhandenen Fernmeldeanlagen und Fernmeldeverbindungen im Rahmen der vorhandenen Möglichkeiten zur Mitbenutzung zur Verfügung gestellt. Die Mitbenutzung von Fernmeldeverbindungen in bundeswehreigenen Netzen ist kostenlos. Gebühren für Inanspruchnahme des öffentlichen Fernmeldenetzes der Deutschen Bundespost werden USAFE in Rechnung gestellt. Einzelheiten der Benutzung von Fernmeldeanlagen/-einrichtungen sind mit den zuständigen Verbänden auf den Flugplätzen festzulegen.

b. Transportwesen. Die Bundeswehr stellt dem FOL-Personal Transportmittel für dienstlich notwendige Fahrten nach den dafür geltenden deutschen Bestimmungen gegen Kostenerstattung zur Verfügung, sofern die eigenen Transportmittel der FOL nicht ausreichen.

c. Wäschereinigung. Wäschereinigung wird von der zuständigen Standortverwaltung im Rahmen der abgeschlossenen Verträge gegen Kostenerstattung übernommen.

d. Versorgungsgüter. Der deutsche Flugplatzkommandant und die Standortverwaltung stellen gegen Kostenerstattung aus deutschen Beständen oder von Vertragsfirmen bezogene Versorgungsgüter einschließlich Bodenkraftstoff und Heizstoffen zur Verfügung. Dabei finden den üblichen Grundsätzen entsprechende Kontrollverfahren Anwendung.

e. Kfz-Instandhaltung. Die Luftwaffe führt gegen Kostenerstattung Wartungs- und Instandsetzungsleistungen von handelsüblichen deutschen Kraftfahrzeugen der USAFE durch. Soweit Instandhaltungsnormen von der Luftwaffe nicht erfüllt werden können, werden diese Leistungen vom FOL auf eigene

Rechnung bei zivilen Firmen in Auftrag gegeben. Die Standortverwaltung ist bei der Auswahl geeigneter Firmen ohne Berechnung von Kosten behilflich.

5. Verwaltungskosten

Es wird ein Verwaltungskostenbetrag von 3 %, bezogen auf die entstandenen Kosten, berechnet. Dies gilt nicht für Unterstützungsleistungen nach Absatz 3; die Bestimmungen von Unterabsatz 1.b. bleiben davon unberührt.

Artikel 7

1. Innerhalb der Flugplätze gelten für das POL-Personal die Anordnungen des Flugplatzkommandanten. Hiervon ausgenommen sind die Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen, die dem POL zur ausschließlichen Nutzung überlassen sind. POL-Personal im Sinne dieser Vereinbarung ist Personal, das ständig zum POL kommandiert ist, sowie Personal, das im Rahmen einer vorübergehenden Verwendung für den POL auf dem Flugplatz Dienst tut.

2. Der Flugplatzkommandant und der Leiter der Standortverwaltung sowie die von ihnen beauftragten Personen haben das Recht, die USAFE überlassenen Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen zur Instandhaltung und zur Instandsetzung sowie zur Durchführung von Arbeiten zu betreten, die innen aufgrund von Notfällen irgendeiner Art notwendig erscheinen. Der Kommandeur des POL oder der von ihm ernannte Beauftragte werden möglichst umgehend über die Notfallsituation unterrichtet.

3. Soweit der USAFE auf den POL Lagerkapazitäten für Munition und Betriebsstoffe zur alleinigen oder zur Mitbenutzung überlassen

werden oder die USAFE auf zur Verfügung gestellten Freiflächen solche Lagerkapazitäten errichtet, gelten für die Einlagerung von Munition und Betriebsstoffen die deutschen Sicherheitsvorschriften bzw. die US-Sicherheitsvorschriften, wenn diese im Einzelfall schärfer sind.

Die USAFE räumt der deutschen Luftwaffe das Recht ein, die Einhaltung der Sicherheitsvorschriften für die Lagerung gefährlicher Güter in unregelmäßigen Abständen durch einen hierzu bevollmächtigten Vertreter überprüfen zu lassen.

Artikel 8

1. Das FOL-Personal kann gegen Bezahlung an der deutschen Truppenverpflegung teilnehmen. Sofern hierdurch die Beschäftigung zusätzlichen Küchenpersonals erforderlich wird, erstattet USAFE sämtliche zusätzlichen Personalkosten.

2. Das FOL-Personal ist nach den für die Mitgliedschaft geltenden Grundsätzen und gegen Zahlung der üblichen Beiträge zur Nutzung der Offizier- und Unteroffizierheime der Luftwaffe berechtigt.

3. FOL-Personal in vorübergehender Verwendung auf den Flugplätzen ist berechtigt, die Offizier- oder Unteroffizierheime der Luftwaffe ohne Zahlung von Mitgliedsbeiträgen zu benutzen, wenn dieses Personal am Heimatstandort die Mitgliedschaft beim USAF-Offizier- oder Unteroffizierheim besitzt. Die Mannschaftsheime der Luftwaffe können gegen Bezahlung der dort festgesetzten Preise benutzt werden.
Soweit infolge der Mitbenutzung der Offizierheime durch FOL-Personal nach den für die Bundeswehr geltenden Bestimmungen die Beschäftigung zusätzlichen Kasino- und Reinigungspersonals erforderlich wird, erstattet USAFE die dadurch entstehenden Personalkosten.

4. Sofern zusätzliches Personal eingestellt werden muß, berät sich der Leiter der Standortverwaltung vor einer Entscheidung über die Einstellung mit dem deutschen Flugplatzkommandanten sowie mit dem Kommandeur des FOL, damit dieser Gelegenheit erhält, andere Möglichkeiten zu erkunden.

Artikel 9

FOL-Personal kann die im Standortbereich bestehenden Betreuungseinrichtungen nach Absprache mit dem jeweiligen deutschen Flugplatzkommandanten zu den gleichen Bedingungen wie Bundeswehrangehörige benutzen.

Artikel 10

1. Ledigen Angehörigen der FOL werden im Rahmen des Möglichen Unterkünfte zu den gleichen Bedingungen zur Verfügung gestellt wie vergleichbaren Luftwaffenangehörigen. Hierzu gehört die zeitweilige Stellung des Mobiliars, bis der FOL die Standardausstattung der USAFE zur Verfügung stellen kann.

2. Die zuständigen Standortverwaltungen unterstützen das FOL-Personal im Rahmen ihrer Möglichkeiten bei der Suche und der Anmietung geeigneter Familienwohnungen außerhalb des Flugplatzes.

Artikel 11

Ärztliche und zahnärztliche Versorgung des FOL-Personals wird nach Maßgabe der zwischen den Parteien abgeschlossenen Vereinbarung vom 04.04.1962 sowie in Übereinstimmung mit Artikel IX Abs. 5 des NATO-Truppenstatuts durchgeführt.

Artikel 12

1. Die zuständigen Standortverwaltungen legen die erstattungsfähigen Rechnungen über den Kommandeur des jeweiligen FOL monatlich dem 81. (US) Taktischen Jagdgeschwader (Tactical Fighter Wing = TFW), RAF Bentwaters, vor. Jede Rechnung muß eine detaillierte Aufstellung der Kostenpositionen enthalten. Der Kommandeur des FOL oder der von ihm Beauftragte prüfen die in Rechnung gestellten Kosten und bestätigen den Empfang der Leistungen, bevor die Rechnung zur Bezahlung an 81 TFW weitergeleitet wird. Die Rechnungen sind innerhalb einer Frist von 4 Wochen nach Eingang zu zahlen. Die Standortverwaltung und 81 TFW vereinbaren das Abrechnungs- und Zahlungsverfahren im einzelnen.

2. Für die Durchführung von Sofortmaßnahmen werden von 81 TFW Mittel bereitgehalten. Die Höhe der bereitzuhaltenden Mittel wird von der jeweiligen Standortverwaltung im Einvernehmen mit 81 TFW jährlich zum 01.10. (Beginn des US-Finanzjahres) festgelegt.

3. Sämtliche Zahlungen erfolgen in Deutscher Mark (DM).

Artikel 13

Die Bestimmungen des NATO-Truppenstatuts vom 19. Juni 1951 und des Zusatzabkommens zum NATO-Truppenstatut hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen vom 3. August 1959 gelten für diese Vereinbarung.

Artikel 14

1. Diese Vereinbarung wird mit dem Tage wirksam, an dem die letzte der Vertragsparteien unterzeichnet hat. Sie gilt dann rückwirkend vom 1. Oktober 1979.

2. Diese Vereinbarung gilt im Frieden. Von dem Zeitpunkt an, zu dem die FOL-Kräfte verstärkt werden, gelten die Regelungen, wie sie in der "Technischen Vereinbarung über die Mitbenutzung von Flugplätzen der Bundeswehr für NATO-Zwecke" vom 30.05.1975 einschließlich der dazu ergangenen Änderungen und Ergänzungen niedergelegt sind.

3. Mit dem Wirksamwerden dieser Vereinbarung wird die vorläufige Grundsatzvereinbarung vom 13. September 1979 aufgehoben. Soweit aufgrund der Grundsatzvereinbarung getroffene Maßnahmen, die mit den vorstehenden Bestimmungen nicht übereinstimmen, abgeschlossen sind, werden sie hiervon nicht berührt.

4. Diese Vereinbarung kann jederzeit geändert werden. Änderungen bedürfen der Schriftform. Diese Vereinbarung ist zu ändern, wenn dies aufgrund der von der NATO festgelegten Stationierungspläne notwendig ist.

5. Diese Vereinbarung ist mit einer Frist von 12 Monaten schriftlich kündbar.

Artikel 15

Diese Vereinbarung ist in englischer und deutscher Sprache ausgefertigt, wobei jede Fassung gleichermaßen verbindlich ist.

Bonn, den 5 Nov 1961

Für den Bundesminister
der Verteidigung der
Bundesrepublik Deutschland

Dr. Götz Herrmann
Ministerialrat

Ramstein, den 8 NOV 1961

Für den Oberbefehlshaber der
US-Luftstreitkräfte in Europa

David L. Nichols

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

Anlage A
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Leipheim)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen sind auf dem Flugplatz Leipheim für die Benutzung/Mitbenutzung durch USAFe vorgesehen:

1.	Vorfelder Südost/Südwest und Abstellfläche vor den Schutzbauten 307/308	Bis 1983 werden mit NATO-Finanzierung 13 Flugzeugschutzbauten mit Vorfeldern errichtet.
2.	Gebäude 309/310	Gebäude für Führungseinrichtungen (200m^2) Neubau einer NATO-finanzierten Staffelführungseinrichtung bis Ende 1982.
3.	Feldhaus 7 (56)	Feldhaus für Werkstatt/Verwaltung (220m^2).[1]
4.	Gebäude 307/308	Lagergebäude für Bodendienstgerät und andere Bestände.
5.	Gebäude 327	Büro Transportleitung - Gebäude zur Abfertigung von Fluggästen und Nachschubmaterial.
6.	Gebäude 207/208	Kfz-Werkstatt; gemeinsame Nutzung von Werkstatteinrichtungen bei Instandsetzung und Wartung von Dienst-Kfz.
7.	Halle 310	Zeitweilige Mitbenutzung von einem Dockplatz (durchschnittlich einmal pro Monat) für schwere Störbeseitigungen.
8.	Gebäude 352	"on-base"-Lagerraum für 30mm Munition (soweit Gefahrenklasse I) bis zur Fertigstellung des Munitionslagers "Rubesheimer Wald".

[1] Should read "200m^2".

9. Gebäude 121A	Unterkünfte für Mannschaften.
10. Gebäude 117 10 Appartements	Unterkünfte für Offiziere
11. Gebäude 313	Für Zwischenlagerung von Versorgungsgütern bis zur Fertigstellung der Flugzeugschutzbauten.
12. Gebäude 319	Lagerraum für Versorgungsgüter (wird bei Errichtung der Flugzeugschutzbauten abgerissen).
13. Gebäude 351	Zur Mitbenutzung beim Zusammenbau von Munition bis zur Fertigstellung des Munitionslagers "Bubesheimer Wald".
14. Flüssigsauerstoff (LOX)	
a. Lager (nicht vorhanden)	Mit NATO-Finanzierung wird bis Ende 1982 LOX-Schutzbau für 2 500 Gallonen-Behälter erstellt.
b. On-base Anlage der deutschen Luftwaffe für Versorgung.	

Anlage B
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Nörvenich)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen auf dem Flugplatz Nörvenich sind für die Benutzung/Mitbenutzung durch USAFE vorgesehen:

1.	Bereich "C"	Mitbenutzung als Flugzeugabstellplatz. 13 Flugzeugschutzbauten mit Vorfeldern werden bis 1982 mit NATO-Finanzierung erstellt.
2.	Gebäude C-6, 2 Räume	Vorläufiges Fernmeldezentrum, Endunterbringung in teilgeschützter Staffelführungseinrichtung.
3.	Gebäude C-5	Gebäude für Staffelführung/Verwaltung (220m^2).[1]
4.	Pelunaus C-13	Wartungseinrichtungen (600m^2).
5.	Gebäude C-3	Transportwesen/Versorgung
6.	Gebäude 25 (U-14, 1 Raum) mit befestigter Kfz-Abstellfläche	Kfz-Wartungsanlage
7.	Halle C-1	Gelegentliche zeitweilige Mitbenutzung von einem Dockplatz (durchschnittlich einmal pro Monat) für schwere Störbeseitigungen.
8.	Halle C-4	Lager für Bodendienst- und Umschlaggerät. Etwa 20% der Fläche zur Mitbenutzung durch JaboG 31 "B".

[1] Should read "200m^2".

9. Gebäude 4 B	Unterkünfte für Mannschaften
10. Gebäude 6 B, 10 Räume	Unterkünfte für Offiziere
11. Flüssigsauerstoff (LOX)	
a. Lager (nicht vorhanden)	Bau eines LOX-Lagers vorgesehen
b. Versorgung (100 Gallonen pro Woche)	
12. Munitionslager	Bau eines Munitionslagers (8 MLH) mit NATO-Finanzierung geplant.

Anlage C
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Ahlhorn)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen auf dem Flugplatz Ahlhorn sind für die Benutzung/Mitbenutzung durch USAFE vorgesehen:

1.	Schutzbauten für Flugzeuge	Nutzung von Abstellflächen im Bereich Südost bis zur Fertigstellung der Schutzbauten erforderlich. Bau von 17 Flugzeugschutzbauten mit Vorfeldern bis 1982 mit NATO-Finanzierung.
2.	Gebäude 154, 156	Führungseinrichtung, Neubau einer NATO-finanzierten Staffelführungseinrichtung bis Ende 1983.
3.	Gebäude 119	Werkstatt/Verwaltung.
4.	Gebäude 12 (4 Räume)	Büro für Versorgung/Transportwesen.
5.	Gebäude 103	Werkstatt/gesicherter Lagerraum.
6.	Gebäude 240	Büro-, Lager-, Aufenthaltsraum für Flugzeugwartung.
7.	Halle 5 (gemeinsam genutzt)	Transportwesen (Luftumschlag)
8.	Abstellraum in den Hallen I, II, III, IV oder V entsprechend Verfügbarkeit	Koordinierung durch HTG 64
9.	Halle 186	Lager für Bodendienstgerät (100m^2)

10. Gebäude 85	Munitionslager, 16 MLH im Munitionslager Bissel. Weitere 14 MLH in Planung.
11. Gebäude 236	Lager für Übungsmunition und Unterstützungsgerät
12. Gebäude 81	Munitionslager
13. Gebäude 49	Unterkünfte für Unteroffiziere und Mannschaften.
14. Gebäude 46	Sanitätsbereich
15. Gebäude 11 (1 Raum)	Altöllager
16. Gebäude 106	Zur Aufbewahrung von Handfeuerwaffen und VS-Material
17. Gebäude 32 (gemeinsam genutzt)	Fliegerhorstkino
18. Flüssigsauerstoff (LOX) a. Lager (nicht vorhanden) b. On-base-Anlage der deutschen LW für Versorgung	SLOX mit NATO-Finanzierung in Planung (Fertigstellung 1982)
19. Gebäude 162	Offizierwohnheim (Mitbenutzung für durchreisende Offiziere gegen Entgelt).

[RELATED LETTER]

Der Bundesminister der Verteidigung
VR II 4 - Az. 04-10-07

Bonn, 5 Nov. 1981
(0228) 12 2495

To: CINCUSAFE
6792 Ramstein / Air Base

Subject: A-10 FOL Agreement

The Federal Minister of Defense of the Federal Republic of Germany recognizes that in the implementation of the Agreement concerning the support of USAFE A-10 aircraft at Forward Operating Locations in the Federal Republic of Germany and such other undertakings as may hereafter specifically refer to this agreement, the non-waivable provisions of US procurement law contained in Title 10 United States Code and Section 3741 of the Revised Statutes (41 USC 22) are binding for the US Forces, and will be observed by the Federal Ministry of Defense of the Federal Republic ofGermany, its agencies and agents. The Federal Ministry of Defense of the Federal Republic of Germany understands that in United States implementation of the Agreement, the United States Government will apply United States procurement law and applicable regulations. This statement does not mean any change in the meanwhile agreed procedures between 81 TFW and StOV.

This statement does not set a precedent. If US law subsequently exempts US Forces from adherence to the requirements of the cited statutes, this statement will cease to be effective on the date that the statutes no longer apply to the agreement referred to above to the extent the US Forces are exempted by such legislation.

This letter and your response accepting the terms and conditions herein will constitute an agreement which will become effective as of the date of your response. This statement shall be an integral part of the agreement referred to in the first paragraph above.

By direction

Dr. Herrmann

1st Indorsement HQ USAFE/XP (Lt Col Anderson)

To: Ministry of Defense / VR II 4 Bonn

We accept the terms and conditions of this letter which shall be an integral part of the A-10 FOL Agreement.

NOV 0 9 1981

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—22-503

10294

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10294

ATOMIC ENERGY

Reprocessing of Special Nuclear Material

Joint Determination by the
UNITED STATES OF AMERICA
and JAPAN

Signed at Washington October 30, 1981

with

Joint Communique and Exchange of Letters

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Joint determination signed at Washington October 30, 1981;
Entered into force October 30, 1981.
With joint communique and exchange of letters.

Joint Determination
for Reprocessing of Special Nuclear Material
of United States Origin

Bearing in mind the considerations set out in the Joint Communique of the Government of the United States of America and the Government of Japan issued on October 30, 1981, and Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons,[1] providing, in particular, for the effective and efficient application of safeguards by the International Atomic Energy Agency;

The Government of the United States of America and the Government of Japan hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[2] that the provisions of Article XI of that Agreement may be effectively applied in respect of the reprocessing in the Tokai Reprocessing Facility during the period in which the Government of the United States of America and the Government of Japan are working out the mutually acceptable arrangements referred to in Section V, Paragraph 2 of the Joint Communique of this date of irradiated fuel elements containing fuel material received from the United States in amounts up to the design capacity of the Facility.

It is the intention of the respective Governments that, by not later than the date referred to in Section V, Paragraph 2 of the Joint Communique of this date, this Joint Determination be subsumed or replaced by the arrangements foreseen in the above-mentioned Joint Communique to assure the uninterrupted operation of the Tokai Facility.

October 30, 1981

For the Government of the
United States of America

Richard T. Kennedy [3]

For the Government of Japan

Yoshio Okawara [4]

---

[1] Done July 1, 1968. TIAS 6839; 21 UST 483.
[2] TIAS 6517, 7306, 7758; 19 UST 5225; 23 UST 275; 24 UST 2323.
[3] Richard T. Kennedy.
[4] Yoshio Okawara.

JOINT COMMUNIQUE

October 30, 1981

I

In paragraph 14 of their Joint Communique of May 8, 1981,[1] President Reagan and Prime Minister Suzuki stated that they, "... in recognition of vital importance of preventing nuclear weapons proliferation, reaffirmed the need to continue to promote international efforts to this end. They shared the view, on the other hand, that the role of nuclear energy ought to be further expanded under appropriate safeguards to meet the increasing energy needs of the world and that the United States and Japan have special responsibility to cooperate further in promoting the peaceful uses of nuclear energy. In this connection, the President endorsed the view of the Prime Minister that reprocessing is of particular importance to Japan. The President and the Prime Minister thus agreed that the two Governments should promptly start consultations with a view to working out a permanent solution at an early date on such pending issues as the continued operation of the Tokai Reprocessing Facility and the construction of an additional reprocessing plant in Japan."

II

With this in mind, representatives of the two Governments held discussions concerning the operation of the Tokai Reprocessing Facility (hereinafter referred to as "the Tokai Facility") in accordance with the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended (hereinafter referred to as "the Agreement for Cooperation"), and other matters of mutual concern.

III

1. The Government of the United States and the Government of Japan recognize the importance of the peaceful uses of nuclear energy to their energy security and economic development and intend to continue to cooperate fully in this regard.

2. The Government of the United States fully recognizes the particular significance of reprocessing to Japan and in that connection understands the importance Japan attaches to the continued operation of the Tokai Facility and to the construction of a scheduled additional reprocessing facility.

---

[1] *Department of State Bulletin*, June 1981, p. 2.

3. On its part, the Government of Japan welcomes the position of the Government of the Unites States as expressed in President Reagan's statement of July 16, 1981, that the United States will "... not inhibit or set back civil reprocessing and breeder reactor development abroad in nations with advanced nuclear power programs where it does not constitute a proliferation risk."[1]

4. The two Governments intend to take into account the results and findings of the International Nuclear Fuel Cycle Evaluation in promoting the peaceful uses of nuclear energy in their respective countries, in cooperating with each other in the field of the utilization of nuclear energy, and in preventing proliferation of nuclear explosives.

5. In this context, the Government of the United States highly appreciates Japan's strong nuclear non-proliferation policies, including its continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons and Japan's significant contributions to various international efforts to prevent the proliferation of nuclear explosives.

6. The Government of the United States also appreciates the special efforts made by Japan to date in cooperation with the International Atomic Energy Agency (IAEA) to improve the application of safeguards at the Tokai Facility. These efforts have provided valuable experience in the application of safeguards at reprocessing facilities.

7. The two Governments attach great importance to the effective application of safeguards to plutonium separated at reprocessing facilities. They therefore reaffirm their determination to cooperate with the IAEA in improving IAEA safeguards activities. They further intend to continue to cooperate with each other and with other interested countries through their respective programs of technical support to the IAEA.

8. In that connection, the Government of Japan is prepared to encourage the design of reprocessing, plutonium conversion, fabrication and storage facilities in Japan so as to facilitate the effective and efficient application of IAEA safeguards. The Government of Japan is prepared to cooperate with the IAEA to promote this objective.

9. The two Governments intend to work toward the establishment of effective institutional arrangements for the prevention of nuclear explosives proliferation, such as an international plutonium storage system.

---

[1] *Department of State Bulletin*, Sept. 1981, p. 60.

10. In the context of working out long term arrangements for the reprocessing of irradiated fuel elements containing fuel material received from the United States and as part of their joint efforts to improve safeguards, the Government of Japan intends to exchange views, as appropriate, with the Government of the United States with regard to the scheduled additional reprocessing facility.

11. Japan intends to continue to carry out research and development activities relevant to recycling of plutonium in its light water reactors, giving due consideration to the need to minimize proliferation risks associated with widespread plutonium use.

IV

1. It is planned that the Tokai Facility will reprocess irradiated fuel elements containing fuel material received from the United States up to the design capacity of the said Facility, which is 210 tonnes of fuel material per year.

2. The guidelines for the operation of the Tokai Facility, which will be operated in accordance with the laws and regulations of Japan, are as follows:

A. As stated in a separate letter, the Government of Japan is prepared to continue to afford the IAEA full opportunity to apply safeguards effectively and efficiently at the Tokai Facility, including continuous inspection in accordance with the JAPAN-IAEA Safeguards Agreement,[1] and to continue to improve safeguards implementation, where feasible.

B. The plutonium separated in the Tokai Facility will be co-converted in the plutonium conversion facility at Tokai to a mixed oxide product using the highest practical uranium to plutonium ratio in the light, in particular, of the requirements of Japan's nuclear research and development programs. Japan intends to use the mixed oxide product obtained from fuel material covered by the Joint Determination of October 30, 1981 and previous Joint Determinations for Japan's fast breeder and advanced reactor research and development programs.

[1] IAEA Doc. INFIRC/119

V

1. The two Governments reaffirm that they should continue to consult on a regular basis, or at the request of either of them, on any matters related to the Agreement for Cooperation.

2. With a view to achieving the "permanent solution" foreseen by President Reagan and Prime Minister Suzuki in their Joint Communique cited earlier, the two Governments intend to work out, at the earliest possible date and in any event not later than December 31, 1984, mutually acceptable arrangements whereby the provisions of the Agreement for Cooperation will be implemented on a long-term, predictable and reliable basis, and in a manner that will further facilitate the peaceful uses of nuclear energy in the respective countries.

[EXCHANGE OF LETTERS]

EMBASSY OF JAPAN
2520 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008
(202) 234-2266

October 30, 1981

Mr. Harry R. Marshall, Jr.
Principal Deputy Assistant Secretary
Bureau of Oceans and International
Environmental and Scientific Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Marshall:

With reference to Section IV. 2 A. of the Joint Communique of the Government of Japan and the Government of the United States issued today, I am pleased to convey to you the following:

Recognizing the great importance the two Governments place on the effective and efficient application of IAEA safeguards at nuclear facilities in general and at reprocessing facilities in particular, the Government of Japan intends:

1. To continue to support improvements in safeguards effectiveness at the Tokai Reprocessing Facility through follow-up work to the TASTEX (Tokai Advanced Safeguards Technology Exercise) program on those elements which were considered to be promising at the fifth meeting of the TASTEX Steering Committee in Tokyo; and to continue to support the IAEA in other research and development activities for the improvement of IAEA safeguards, including those relating to shipping containers, identification of stored spent fuel assemblies and systematic safeguards approaches for reprocessing facilities;

2. To continue to cooperate with the IAEA in incorporating, in accordance with the procedures set out in the JAPAN-IAEA Safeguards Agreement and through, among other means, the Japanese technical support program to the IAEA, into the existing safeguards measures at the Tokai Reprocessing Facility, the results of research and development activities, including those of the TASTEX program and those elements of any follow-up work to the TASTEX program which are identified by the IAEA for improving the effectiveness of safeguards at the Tokai Reprocessing Facility;

3. To continue to cooperate with the IAEA in facilitating and improving the effective application of safeguards at the Tokai Reprocessing Facility; and

4. To continue to cooperate with the IAEA in facilitating the application of safeguards at the co-conversion facility now under construction.

The Government of Japan understands that the Government of the United States appreciates Japan's excellent record on continuous efforts in this area and the close working relationship which it shares with the Government of Japan in this work. The Government of Japan understands the continued interest of the Government of the United States in cooperating with the Government of Japan on the occasion of consultations between the Government of Japan and the IAEA for the improvement of the application of safeguards, and through their respective technical support programs to the IAEA.

The Government of Japan understands that the intended measures referred to in paragraphs 1, 2 and 3 above should not unduly hamper the normal operation of the Tokai Reprocessing Facility.

Sincerely yours,

H. Kurihara

Hiroyoshi Kurihara
Counselor

DEPARTMENT OF STATE

Washington, D.C. 20520

BUREAU OF OCEANS AND INTERNATIONAL
ENVIRONMENTAL AND SCIENTIFIC AFFAIRS

October 30, 1981

Mr. Hiroyoshi Kurihara
Science Counselor
Embassy of Japan
2520 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Dear Mr. Kurihara:

I acknowledge receipt of your letter dated October 30, 1981. My Government appreciates Japan's excellent record of continuous efforts to improve the application of IAEA safeguards at reprocessing facilities.

My Government reaffirms its willingness to continue to work with the Government of Japan in improving IAEA safeguards generally and as they are applied at reprocessing plants specifically. We believe that the efforts of the Government of Japan that are described in your letter will make a further significant contribution to improving the application of IAEA safeguards at reprocessing facilities.

My Government understands that work on further improving IAEA safeguards that will be carried out at the Tokai Reprocessing Facility should not unduly hamper its normal operation.

Sincerely yours,

Harry R. Marshall, Jr.
Principal Deputy
Assistant Secretary

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—22-504

10295

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10295

SCIENTIFIC AND TECHNICAL COOPERATION

Agreement Between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

Extending the Agreement of
November 22, 1976

Effected by Exchange of Notes
Signed at Washington November 3 and 6, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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REPUBLIC OF KOREA

Scientific and Technical Cooperation

Agreement extending the agreement of November 22, 1976.
Effected by exchange of notes
Signed at Washington November 3 and 6, 1981;
Entered into force November 6, 1981.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

November 3, 1981

KAM/81-196

Excellency:

I have the honor to refer to the Agreement Relating to Scientific and Technical Cooperation between the Government of the Republic of Korea and the Government of the United States of America signed in Seoul on November 22, 1976.[1]

I have further the honor to propose that the said Agreement be extended for five years in accordance with the provisions of Article 11 thereof.

If the proposal is acceptable to the Government of the United States of America, this note and your note of reply thereto, shall constitute an agreement between our two Governments, which shall enter into force on the date of your reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

Byong Hion Lew
Ambassador

His Excellency
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

---

[1] TIAS 8456; 27 UST 4350.

The Secretary of State to the Korean Ambassador

November 6, 1981

Excellency:

I have the honor to refer to your note of November 3, 1981 which reads as follows:

"I have the honor to refer to the Agreement Relating to Scientific and Technical Cooperation between the Government of the Republic of Korea and the Government of the United States of America signed in Seoul on November 22, 1976.

"I have further the honor to propose that the said Agreement be extended for five years in accordance with the provisions of Article 11 thereof.

"If the proposal is acceptable to the Government of the United States of America, this note and your note of reply thereto shall constitute an agreement between our two Governments, which shall enter into force on the date of your reply."

I have the honor to confirm that the proposal contained in your note is acceptable to the Government of the United States of America and that your note

His Excellency
Byong Hion Lew,
Ambassador of the
Republic of Korea.

and this response will constitute an Agreement between our two Governments to renew the said Agreement for a period of five years beginning with today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Charles Horner [1]

[1] Charles Horner.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-139

10296

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10296

NARCOTIC DRUGS

Interdiction of Vessels

Agreement Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN and NORTHERN IRELAND

Effected by Exchange of Notes
Signed at London November 13, 1981

with

Related Letter

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

GREAT BRITAIN AND NORTHERN IRELAND

Narcotic Drugs: Interdiction of Vessels

Agreement effected by exchange of notes
Signed at London November 13, 1981;
Entered into force November 13, 1981.
With related letter.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Ambassador

Foreign and Commonwealth Office

London SW1A 2AH

His Excellency
The Honourable
John J. Louis Jr.
Embassy of the
United States of America
Grosvenor Square
London W1A 1AE

13 November 1981

Your Excellency,

I have the honour to refer to the recent discussions between representatives of our two Governments concerning the desire of the authorities of the United States to take more effective measures to suppress the unlawful importation of cannabis and other narcotic drugs into the United States.

Bearing in mind the special nature of this problem and having regard to the need for international co-operation in suppressing the illicit traffic in narcotic drugs, which is recognised in the Single Convention on Narcotic Drugs of 1961, [1] I have the honour to propose the following:

1. The Government of the United Kingdom of Great Britain and Northern Ireland agree that they will not object to the boarding by the authorities of the United States, outside the limits of the territorial sea and contiguous zone of the United States and within the areas described in paragraph 9 below, of private vessels under the British flag in any case in which those authorities reasonably believe that the vessel has on board a cargo of drugs for importation into the United States in violation of the laws of the United States.

2. On boarding the vessel the authorities of the United States may address enquiries to those on board, examine the ship's papers and take such other measures as are necessary to establish the place of registration of the vessel. When these measures suggest that an offence against the laws of the United States relative to the importation of narcotic drugs is being committed, the Government of the United Kingdom agree that they will not object to the authorities of the United States instituting a search of the vessel.

3. If the authorities of the United States then believe that an offence against the laws referred to in paragraph 2 above is being committed, the Government of the United Kingdom agree that they will not object to the vessel being seized and taken into a United States port.

---

[1] Done Mar. 30, 1961. TIAS 6298; 18 UST 1407.

4. The Government of the United Kingdom may, within 14 days of the vessel's entry into port, object to the continued exercise of United States jurisdiction over the vessel for purposes of the laws referred to in paragraph 2 above, and the Government of the United States shall thereupon release the vessel without charge. The Government of the United States shall not institute forfeiture proceedings before the end of the period allowed for objection.

5. The Government of the United Kingdom may, within 30 days of the vessel's entry into port, object to the prosecution of any United Kingdom national found on board the vessel, and the Government of the United States shall thereupon release such person. The Government of the United Kingdom agree that they will not otherwise object to the prosecution of any person found on board the vessel.

6. Any action by the authorities of the United States shall be taken in accordance with this Agreement and United States law.

7. In any case where a vessel under the British flag is boarded the authorities of the United States shall promptly inform the authorities of the United Kingdom of the action taken and shall keep them fully informed of any subsequent developments.

8. If any loss or injury is suffered as a result of any action taken by the United States in contravention of these arrangements or any improper or unreasonable action taken by the United States pursuant thereto, representatives of the two Governments shall meet at the request of either to decide any question relating to compensation. Representatives of the two Governments shall in any case meet from time to time to review the working of these arrangements.

9. The areas referred to in paragraph 1 above comprise the Gulf of Mexico, the Caribbean Sea, that portion of the Atlantic Ocean West of longitude 55° West and South of latitude 30° North and all other areas within 150 miles of the Atlantic coast of the United States.

10. I have the honour to suggest that if the foregoing proposals are acceptable to the Government of the United States, this Note and Your Excellency's confirmatory reply shall constitute an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States which shall enter into force on the date of your reply. It may be terminated by either Government on one month's notice but will continue to remain effective in respect of any proceedings based on action taken during its validity.

Accept, Excellency, the
renewed assurance of my
highest consideration.
(For the Secretary of State)

Michael St. E. Burton [1]

[1] Michael St. E. Burton.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign and Commonwealth Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

London, November 13, 1981

No. 55

Excellency:

I have the honor to refer to your Note of November 13, 1981, which reads as follows:

"I have the honour to refer to the recent discussions between representatives of our two Governments concerning the desire of the authorities of the United States to take more effective measures to suppress the unlawful importation of cannabis and other narcotic drugs into the United States.

"Bearing in mind the special nature of this problem and having regard to the need for international cooperation in suppressing the illicit traffic in narcotic drugs, which is recognised in the Single Convention on Narcotic Drugs of 1961, I have the honour to propose the following:

"1. The Government of the United Kingdom of Great Britain and Northern Ireland agree that they will not object to the boarding by the authorities of the United States, outside the limits of the territorial sea and contiguous zone of the United States and within the areas described in paragraph 9 below, of private vessels under the British flag in any case in which those authorities reasonably believe that the vessel has on board a cargo of drugs for importation into the United States in violation of the laws of the United States.

"2. On boarding the vessel the authorities of the United States may address enquiries to those on

His Excellency

The Right Honorable

The Lord Carrington, KCMG, MC,

Secretary of State for Foreign

and Commonwealth Affairs,

London.

board, examine the ship's papers and take such other measures as are necessary to establish the place of registration of the vessel. When these measures suggest that an offence against the laws of the United States relative to the importation of narcotic drugs is being committed, the Government of the United Kingdom agree that they will not object to the authorities of the United States instituting a search of the vessel.

"3. If the authorities of the United States then believe that an offence against the laws referred to in paragraph 2 above is being committed, the Government of the United Kingdom agree that they will not object to the vessel being seized and taken into a United States port.

"4. The Government of the United Kingdom may, within 14 days of the vessel's entry into port, object to the continued exercise of United States jurisdiction over the vessel for purposes of the laws referred to in paragraph 2 above, and the Government of the United States shall thereupon release the vessel without charge. The Government of the United States shall not institute forfeiture proceedings before the end of the period allowed for objection.

"5. The Government of the United Kingdom may, within 30 days of the vessel's entry into port, object to the prosecution of any United Kingdom national found on board the vessel, and the Government of the United States shall thereupon release such person. The Government of the United Kingdom agree that they will not otherwise object to the prosecution of any person found on board the vessel.

"6. Any action by the authorities of the United States shall be taken in accordance with this Agreement and United States law.

"7. In any case where a vessel under the British flag is boarded the authorities of the United States shall promptly inform the authorities of the United Kingdom of the action taken and shall keep them fully informed of any subsequent developments.

"8. If any loss or injury is suffered as a result of any action taken by the United States in contravention of these arrangements, or any improper or unreasonable action taken by the United States pursuant thereto, representatives of the two Governments shall meet at the request of either to decide any question relating to compensation. Representatives of the two Governments shall in any case meet from time to time to review the working of these arrangements.

"9. The areas referred to in paragraph 1 comprise the Gulf of Mexico, the Caribbean Sea, that portion

of the Atlantic Ocean West of longitude 55° West and South of latitude 30° North and all other areas within 150 miles of the Atlantic coast of the United States.

"10. I have the honour to suggest that, if the foregoing proposals are acceptable to the Government of the United States, this Note and Your Excellency's confirmatory reply shall constitute an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States, which shall enter into force on the date of your reply. It may be terminated by either Government on one month's notice but will continue to remain effective in respect of any proceedings based on action taken during its validity."

I have the honor to inform you that the Government of the United States welcomes the cooperation offered by your Government in efforts to suppress the unlawful importation of narcotic drugs into the United States and to confirm that the foregoing proposals are acceptable to the Government of the United States which therefore agrees that your Note and this reply shall constitute an agreement between the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland which shall enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Edward J. Streator [1]
Chargé d'Affaires ad interim.

---

[1] Edward J. Streator.

[RELATED LETTER]

The Head of the Maritime, Aviation and Environment Department, Foreign and Commonwealth Affairs, to the American Economic Counselor

Foreign and Commonwealth Office

London SW1A 2AH

13 November 1981

Mr M P Boerner
Embassy of the
United States of America
Grosvenor Square
London W1A 1AE

Dear Mr Boerner,

THE SUPPRESSION OF THE UNLAWFUL IMPORTATION OF NARCOTIC DRUGS INTO THE UNITED STATES

With regard to the reference in paragraph 1 of the Note to ''Private vessels under the British flag'', the Government of the United Kingdom understand that term as referring in this context to private vessels registered in the United Kingdom or in any territory for whose international relations the Government of the United Kingdom are responsible.

With regard to paragraph 5 of the Note, the Government of the United Kingdom consider that all persons on board a British vessel should in principle enjoy equal treatment under the law. In agreeing not to object to prosecution by the United States of anyone other than a United Kingdom national the Government of the United Kingdom act on the understanding that questions relating to the prosecution of the nationals of other States are of primary concern to their State of nationality.

The Government of the United Kingdom do not consider that this Exchange of Notes should be regarded as setting a precedent for the conclusion of any further agreement affecting the freedom of passage of British ships on the high seas.

Yours sincerely,

Michael St Burton

M St E Burton
Maritime, Aviation and
Environment Department

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-23-140

10297

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10297

DOUBLE TAXATION

Shipping Profits

Agreement Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC
of CHINA

Effected by Exchange of Letters
Signed at Beijing November 18, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

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PEOPLE'S REPUBLIC OF CHINA

Double Taxation: Shipping Profits

Agreement effected by exchange of letters
Signed at Beijing November 18, 1981;
Entered into force November 18, 1981;
Effective January 1, 1981.

四、本协议企业是指：

（一）中华人民共和国的国营、集体、合营、公民所经营的企业。居住在美国的中国公民，不享受上述免税权利。

（二）美利坚合众国的公司和公民所经营的企业。居住在中国的美国公民不享受上述免税权利。

五、本协议长期有效。两国政府任何一方均可在下一年开始前六个月书面通知对方自下年一月一日起终止本协议。

上述内容，如蒙阁下复函确认，则本函和阁下的复函即构成我们两国政府间的一项协议，并自一九八一年一月一日起生效。

顺致最崇高的敬意。

中华人民共和国财政部部长

王丙乾

一九八一年十一月十八日于北京

3

The Chinese Minister of Finance to the Secretary of the United States Treasury

美利坚合众国

财政部长唐纳德·T·里甘先生

阁　下：

我荣幸地提及，我们两国政府已签订海运协定。为了有利于发展两国间的海运业务，我谨代表中华人民共和国政府建议，我们双方就互免有关税收问题达成如下协议：

一、中华人民共和国政府对美利坚合众国海运企业经营的、在美利坚合众国注册、悬挂美国国旗并持有美国海运当局颁发证件的船舶，免除在中华人民共和国征收的海运运输收入的税收。

二、美利坚合众国政府对中华人民共和国海运企业经营的、在中华人民共和国注册、悬挂中国国旗并持有中国海运当局颁发证件的船舶，免除在美利坚合众国征收的海运运输收入的税收。

三、本协议经营船舶运输收入是包括客运、货运和邮政运输业务收入，以及有关上述运输票证出售的收入，也包括船舶空仓租金和使用集装箱和有关设备的租金，这种租金应附属于来自经营船舶的其他收入。

TRANSLATION

Mr. Donald T. Regan
Secretary of the Treasury
United States of America

Excellency:

I am honored to refer to the Maritime Transportation Agreement already signed by our two governments.[1] In order to facilitate the development of maritime transportation business between our two countries, I propose, on behalf of the government of the People's Republic of China, that our two sides reach agreement with respect to the question of reciprocal exemption of relevant taxes:

[For the English language text, see pp. 5-6.]

Accept, Excellency, the assurances of my highest consideration.

Wang Bingqian

Wang Bingqian
Minister of Finance
People's Republic of China

Beijing
November 18, 1981

[1] Signed Sept. 17, 1980. TIAS 10244; 33 UST _____.

The Secretary of the United States Treasury to the Chinese Minister of Finance

THE SECRETARY OF THE TREASURY
WASHINGTON

Beijing

November 18, 1981

Excellency:

I have the honor to acknowledge receipt of your note of today's date which sets forth certain terms for providing reciprocal exemption from tax of maritime transportation income, as follows:

"1. The Government of the People's Republic of China agrees to grant exemption from taxes levied by the People's Republic of China on the maritime transport earnings derived by U.S. enterprises from the operation of ships flying the U.S. flag, documented under the laws of the United States of America and holding papers issued by U.S. maritime authorities.

2. The Government of the United States of America agrees to grant exemption from taxes levied by the United States on the maritime transport earnings derived by enterprises of the People's Republic of China from the operation of ships flying the Chinese flag, documented under the laws of the People's Republic of China and holding papers issued by the maritime authorities of the People's Republic of China.

3. In this agreement, the term maritime transport earnings from the operation of ships includes income from the transportation of passengers, cargo, and mail, and income from sales of tickets relating to the above-mentioned transportation. It also includes income from the rental of ships on a bareboat basis and from the rental of containers and related equipment if, in each case, such rental income is incidental to other income from the operation of ships.

4. The term "enterprises" means:

a) State owned and collectively owned enterprises, joint ventures, and enterprises of citizens of the People's Republic of China. Citizens of the People's Republic of China resident in the United States do not enjoy the tax exemption privileges listed above.

b) Enterprises operated by corporations and citizens of the United States of America. United States citizens resident in the People's Republic of China do not enjoy the tax exemption privileges listed above.

5. This agreement shall remain in effect indefinitely. Either government may terminate the agreement by giving the other government six months notice, in writing, prior to the beginning of the following year, that the agreement shall cease to be effective on the following January 1.

If the terms set forth above are confirmed by a note of reply from your Excellency, then this note and your Excellency's note of reply will constitute an agreement between our two governments and will become effective on January 1, 1981."

I have the honor to confirm that the Government of the United States of America agrees to the terms set forth above.

Accept, Excellency, the assurance of my highest consideration.

Donald T. Regan

His Excellency
Wang Bingqian
Minister of Finance
People's Republic of China

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-141

10299

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10299

TAXATION

Reimbursement of Income Taxes

Agreement Between the
UNITED STATES OF AMERICA
and the INTERNATIONAL COTTON
ADVISORY COMMITTEE

Effected by Exchange of Notes
Signed at Washington November 17
and 19, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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INTERNATIONAL COTTON ADVISORY COMMITTEE

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of notes
Signed at Washington November 17 and 19, 1981;
Entered into force January 1, 1982.

The Secretary of State to the Executive Director of the International Cotton Advisory Committee

DEPARTMENT OF STATE
WASHINGTON
NOVEMBER 17, 1981.

SIR:

I refer to my letter of October 9, 1981,[1] indicating the willingness of the Government of the United States to conclude a Tax Reimbursement Agreement with the International Cotton Advisory Committee (ICAC) in accordance with which ICAC will reimburse its staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on ICAC income as specified below. An advance payment made by ICAC relating to the estimated tax liability of a staff member during a current year will be treated as a reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States, subject to the availability of funds, to compensate ICAC for the expenditure it has made. This charge will cover reimbursements made by ICAC for United States Federal income taxes on the following categories of ICAC income:

basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and ed-

[1] Not printed.

ucation travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of ICAC income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover ICAC staff members who are paid from voluntary funds, nor tax on income from any source other than ICAC.

ICAC will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, ICAC, after securing the written permission of the American and other staff members liable to pay United States Federal income tax, will provide the Department of State with a list of participating staff members and their United States Social Security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The Government of the United States will reimburse ICAC on the basis of a certification that reimbursements have been made by ICAC to United States citizens, or others liable to pay United States Federal income tax. The certifications will set forth the names and United States Social Security numbers of the staff members reimbursed, the total of ICAC income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by ICAC on taxes paid on ICAC income earned in 1982 or thereafter.

This agreement may be terminated by either party, effective one year from the date on which written notice of termination is given.

This agreement supersedes the agreement on reimbursement of income taxes between the Government of the United States and ICAC, signed at Washington, March 28 and May 1, 1974.[1]

---

[1] TIAS 8077; 26 UST 906.

I propose that the present note and your reply thereto will constitute an agreement between the Government of the United States and ICAC for the purpose of regulating the reimbursement of income tax.

Very truly yours,

For the Secretary of State:

ELLIOTT ABRAMS

Assistant Secretary of State
for International Organization Affairs

THE EXECUTIVE DIRECTOR,
International Cotton Advisory Committee,
Washington.

The Executive Director of the International Cotton Advisory Committee to the Assistant Secretary of State for International Organization Affairs

INTERNATIONAL COTTON ADVISORY COMMITTEE
1225 - 19TH STREET N.W. - SUITE 320
WASHINGTON, D.C. 20036 U.S.A.
TELEPHONE (202) 463-6660 TELEX 64491

November 19, 1981

Mr. Elliott Abrams,
Assistant Secretary of State for
International Organization Affairs,
Washington.

Dear Mr. Abrams:

I have received your note of November 17, 1981, proposing the conclusion of an agreement by which the Government of the United States would compensate ICAC for the reimbursement of United States Federal income tax that ICAC may make to its staff members.

The terms and conditions set forth in your note are acceptable, and I concur with your proposal that your note and this reply from me constitute an agreement between the Government of the United States and ICAC for the purpose of regulating the reimbursement of income tax.

Yours sincerely,

J.C. Santley,
Executive Director

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-252

10301

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10301

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and PERU

Signed at Lima February 5, 1981

with

Memorandum of Understanding

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NOTE BY THE DEPARTMENT OF STATE

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". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PERU

Agricultural Commodities

Agreement signed at Lima February 5, 1981;
Entered into force February 5, 1981.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Peru agree to the sale of Agricultural Commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

Item I - COMMODITY TABLE:

Commodity	Supply Period (U.S. FY.)	Approximate Max. Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1981	44,000	Dols. 20.0
Total			Dols. 20.0

ITEM II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) Percent

B. Currency Use Payment - Five (5) Percent for 104(a) purposes.

C. Number of Installment Payments - Twenty One (21)

D. Amount of each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Three (3) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

ITEM III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1981	22,000

[1] TIAS 9604; 30 UST 7062.

ITEM IV - EXPORT LIMITATIONS:

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III A(4) of this Agreement, the commodity which may not be exported is: for rice - rice, in the form of paddy, brown or milled.

ITEM V - SELF-HELP MEASURES:

A. The Government of the Importing Country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Peru agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Research and Implementation:

Support research extension and education activities for tropical/sub-tropical soil use and management to assist jungle farmers to improve productivity levels through the adoption of appropriate soil and water conservation practices.

2. Title II Support:

a. CARE Pueblo Joven Program: Provide materials and equipment for social infrastructure (schools, health posts, potable water systems, etc.) in the pueblos jovenes surrounding Lima.

b. Provide funding for transportation, warehousing, and distribution of PL 480 School Feeding and PVO programs.

3. Cooperación Popular:

Provide funding for a nation-wide self-help public works program to create employment and low-cost physical infrastructure such as, access roads, rural schools, small-scale irrigation systems, etc.

4. Road Maintenance and Construction:

a. Palcazu Project: Support Road Construction Activities to connect the Palcazu Valley to the Carretera Marginal and open a 68 kilometer service track through the Palcazu valley.

b. Support trunk road maintenance/construction in high jungle areas.

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[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

ITEM VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Importing Country from the sale of commodities financed under this agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

B. To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields of Food, Nutrition, and Rural Development as identified in a Memorandum of Understanding (hereinafter "the Memorandum of Understanding") dated February 5, 1981, between the exporting country and the importing country for the use of proceeds from sales of agricultural commodities financed under this agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The importing country agrees to make adequate provision for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this agreement and the actual generation of local currency through the sale of PL 480 Title I commodities.

C. Second priority will be given to general support of the GOP investment budget for development projects of mutual interest to the GOP and the U.S. Special emphasis will be given to the GOP's program of Cooperación Popular and to the construction and maintenance of penetration roads in the Peruvian high jungle.

D. Three months after the signing of this agreement and at three month intervals thereafter the Ministry of Economy, Finance and Commerce shall provide to the U.S. AID Mission in Peru a report on the disbursement of local currencies generated under this agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Lima, in duplicate, the day of 5 February, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Edwin G Corr

Ambassador Edwin G. Corr

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

Dr. Manuel Ulloa Elías
Minister of Economy, Finance and Commerce

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATE OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR THE USE OF PROCEEDS FROM SALES OF AGRICULTURAL COMMODITIES UNDER THE PL 480, TITLE I AGREEMENT SIGNED FEBRUARY 5, 1981

A. Introduction

This Memorandum of Understanding (hereinafter "Memorandum of Understanding") between the Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Peru (hereinafter "Peru") sets out the agreement of the United States and Peru on the uses to be made of the proceeds accruing to Peru from the sale of commodities financed under the Agreement dated February 5 1981, between the United States and Peru for the sale of agricultural commodities (hereinafter "the Sales Agreement"), in accordance with the economic development purposes and priorities in Item VI, Part II of the Sales Agreement.

B. Purposes

1. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be used to finance activities which directly improve the lives of the poorest of Peru's people.

2. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be used to provide local currency contributions to projects financed by AID and other projects identified by the INP, the Ministry of Economy, Finance and Commerce and which appear in the list attached which forms part of this Memorandum of Understanding.[1] Peru agrees to make adequate provision for counterpart contributions to the projects in the attached list to this Memorandum of Understanding in the period between the signing of this agreement and the actual generation of local currency through the sale of commodities financed under the Sales Agreement.

3. Three months after the signing of this Memorandum of Understanding and at each three month interval thereafter the Peruvian Ministry of Economy, Finance and Commerce shall provide the USAID/Mission to Peru a report on the use of local currencies generated under the Sales Agreement.

4. The USAID Mission/Peru, the National Planning Institute and the Ministry of Economy, Finance and Commerce will consult regularly on the projects identified in the attached list to this Memorandum of Understanding. The USAID Mission Director and the Vice-Minister of Economy, Finance and Commerce upon coordination with the National Planning Institute may modify the list of projects at any time as mutually agreed through the exchange of letters, without formal amendment of this Memorandum of Understanding or the exchange of diplomatic notes.

[1] Since the list was done in the Spanish language only, a translation follows the memorandum of understanding.

C. Special Provision

The Government of the Republic of Peru agrees to increase its budget to cover the difference between the funds heretofore assigned in the Budget Law No. 23233 and the amounts that appear in the list of projects attached to this Memorandum of Understanding.

D. Final Provisions

1. This Memorandum of Understanding may be terminated by the mutual agreement of the United States and Peru.

2. This Memorandum of Understanding shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed this Memorandum of Understanding.

DONE at Lima, in duplicate, this 5 day of February, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

TRANSLATION

Counterpart Funds Required for Development Projects
Agreement under Public Law 480, Title I
Signed on February 5, 1981

(in thousands of dollars)

Projects	Total requirement per Project	PL 480 Financing
Central Selva Resources Management	10,344	
Sub-Tropical Lands	7,217	
Basic infrastructure program with food support for Pueblos Jovenes [new settlements] in Lima		
- Multisectoral Committee (Housing)	50	
- Redesigning of new settlements (Housing)	900	
- Outpatient care (Health)	1,199	
- Subprogram: Basic infrastructure with food assistance (Education)	560	
- Forestation for protection and production purposes in Lima (Agriculture and Food)	283	
- Food distribution -- ONAA (Community Cooperation)	300	
Extension of integrated primary health	265	
Tropical soil management (Yurimaguas)	471	
Agricultural research, extension, and education	250	
School food program	100	
Housing program (Supply of Materials)	200	
Improved Water and Land Use in the Sierra	50	
Subtotal	$ 22,189	

Project	Total requirement per project	PL 480 Financing
Carryover	$22,189	
Freshwater Fisheries	25	
Soy and corn production on small farms	317	
Land Use Inventory and environmental planning	50	
Soil Conservation	60	
Decentralizing Education Planning	250	
Pre-school education as a catalyst for community development	147	
Sur-Medio Health and Family Planning	120	
Programs by volunteer agencies:		
CARITAS	530	
OFASA	250	
SEPAS reforestation	97	
Small ruminants cooperative program	60	
TOTAL	$ 24,095	$ 20,000

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las Partes I y III del Convenio firmado el 26 de Abril de 1978 conjuntamente con la siguiente Parte II:

Parte II. CONDICIONES PARTICULARES:

ITEM I - TABLA DE PRODUCTOS:

Producto	Período de Suministro (Año Fiscal de Estados Unidos)	Cantidad Max. Aproximada (Ton. Met.)	Valor Max. del Mercado de Export. (Millones)
Arroz	1981	44,000	Dols. 20.0
Total			Dols. 20.0

ITEM II - CONDICIONES DE PAGO: Crédito en Moneda Local Convertible (CMLC)

A. Pago Inicial - Cinco (5) Por ciento

B. Fondo de Contrapartida - Cinco (5) por ciento para fines de la Sección 104(a).

C. Número de Cuotas de Pago - Veinte y Uno (21)

D. Monto de cada Amortización - Aproximadamente en sumas anuales iguales.

E. Fecha de Vencimiento de la Primera Cuota de Amortización - Tres (3) años después de la fecha de la última entrega de productos en cada año calendario.

F. Tasa de Interés Inicial - Dos (2) Por ciento

G. Tasa de Interés Vigente - Tres (3) Por ciento

ITEM III - TABLA DE COMERCIALIZACION USUAL:

Producto	Período de Importación (Año Fiscal de EE.UU.)	Requerimientos Normales del Mercado
Arroz	1981	22,000

ITEM IV - LIMITACIONES DE EXPORTACION:

A. Período de Limitación de la Exportación: El período de limitación de la exportación será el año fiscal de Estados 1981 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

B. Productos a los cuales se aplican las Restricciones de Exportación: Para los propósitos de la Parte I, Artículo III, A(4) de este convenio, el producto que no puede ser exportado es: arroz - arroz con cáscara, descascarado o pilado.

ITEM V - MEDIDAS DE AUTO-AYUDA:

A. El Gobierno del País Importador conviene en llevar a cabo medidas de auto-ayuda que mejoren la producción, almacenamiento y distribución de los productos agrícolas. Las siguientes medidas de auto-ayuda serán implementadas para contribuir directamente al desarrollo de las áreas rurales menos favorecidas y permitir a los pobres participar activamente en el incremento de la producción agrícola mediante la pequeña agricultura.

B. El Gobierno del Perú conviene en llevar a cabo las siguientes actividades y al hacerlo se compromete a proporcionar los recursos financieros, técnicos y administrativos necesarios para su implementación.

1. Investigación e Implementación:

Apoyar actividades de investigación, extensión y educación para el uso y administración de suelos tropicales/sub-tropicales para ayudar a los agricultores de la ceja de selva a mejorar su nivel de producción a través de la adopción de prácticas apropiadas sobre conservación de agua y suelo.

2. Apoyo a Actividades del Título II:

a. Programa de CARE en los Pueblos Jóvenes: Proporcionar materiales y equipo para infraestructura social (escuelas, postas médicas, sistemas de agua potable, etc.) en los pueblos jóvenes de los alrededores de Lima.

b. Proporcionar financiación para transporte, almacenamiento y distribución de los víveres de la PL 480 en los programas de Alimentación Escolar y de Agencias Voluntarias.

3. Cooperación Popular:

Proporcionar financiación para un programa de obras públicas de auto-ayuda a nivel nacional con el propósito de generar fuentes de trabajo e infraestructura física a bajo costo tal como, carreteras de acceso, escuelas rurales, sistemas de irrigación a pequeña escala, etc.

4. Construcción y Mantenimiento de Carreteras:

a. Proyecto Palcazú: Apoyar actividades de construcción de carreteras para conectar el Valle de Palcazú a la Carretera Marginal y abrir 68 kilómetros de trocha de servicio a través del Valle de Palcazú.

b. Apoyar la construcción y mantenimiento de carreteras troncales en la ceja de selva.

ITEM VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR:

A. Los ingresos acumulados por el país importador provenientes de la venta de los productos financiados bajo este convenio, serán utilizados para ayudar a financiar actividades que directamente mejoren las condiciones de vida de las gentes menos favorecidas del país receptor y su capacidad de participar en el desarrollo de su país.

B. Con este fin, se otorgará primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de Alimentación, Nutrición y Desarrollo Rural tal como se identifica en un Memorandum de Entendimiento (de aquí en adelante "el Memorandum de Entendimiento") de fecha Febrero 5 1981 entre el país exportador y el país importador para el uso de los ingresos generados de la venta de los productos agrícolas financiados bajo este convenio y según se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El país importador conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos identificados en el Memorandum de Entendimiento dentro del período de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Pública 480, Título I.

C. La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para proyectos de desarrollo de interés mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial énfasis al programa del Gobierno Peruano de "Cooperación Popular" y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú.

D. Tres meses después de la firma de este convenio y posteriormente a intervalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionará a la Misión de AID en el Perú, un informe sobre el desembolso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la ciudad de Lima, este día 5 de Febrero de Mil Novecientos Ochentiuno.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Dr. Manuel Ulloa Elías
Ministro de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Embajador Edwin G. Corr

MEMORANDUM DE ENTENDIMIENTO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL PERU PARA EL USO DE LOS INGRESOS GENERADOS COMO RESULTADO DE LA VENTA DE LOS PRODUCTOS AGRICOLAS BAJO EL CONVENIO DE LA LEY PUBLICA 480, TITULO I FIRMADO EL 5 DE FEBRERO, 1981

A. Introducción

Este Memorandum de Entendimiento (de aquí en adelante "Memorandum de Entendimiento") entre el Gobierno de los Estados Unidos de América (de aquí en adelante "los Estados Unidos") y el Gobierno de la República del Perú (de aquí en adelante "Perú") establece el acuerdo de los Estados Unidos y el Perú sobre los usos de los ingresos acumulados por el Perú como resultado de la venta de los productos financiados bajo el Convenio de fecha 5 de Febrero de 1981 entre los Estados Unidos y el Perú para la venta de productos agrícolas (de aquí en adelante "el Convenio de Venta"), de acuerdo con los fines de desarrollo económico y prioridades en el Item VI, Parte II del Convenio de Venta.

B. Propósitos

1. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados por el Perú como resultado de los productos financiados bajo el Convenio de Venta serán utilizados para financiar actividades que directamente mejoren las condiciones de vida de la gente menos favorecida del Perú.

2. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados por el Perú de la venta de los productos financiados bajo el Convenio de Venta serán utilizados para cubrir los requerimientos en moneda local de los proyectos financiados por AID y otros proyectos identificados por el INP, el Ministerio de Economía, Finanzas y Comercio que aparecen en la relación adjunta, la cual forma parte de este Memorandum de Entendimiento. El Perú conviene en hacer los arreglos necesarios para proporcionar las contribuciones de contrapartida a los proyectos enumerados en la lista adjunta a este Memorandum de Entendimiento durante el período de la firma del Memorandum de Entendimiento y la actual generación de la moneda local a través de la venta de los productos financiados bajo el Convenio de Venta.

3. Tres meses después de la firma de este Memorandum de Entendimiento y posteriormente a intervalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionará a la Misión de USAID en el Perú un informe sobre el desembolso de la moneda local generada bajo este Convenio de Venta.

4. La Misión de USAID en el Perú, el Instituto Nacional de Planificación y el Ministerio de Economía, Finanzas y Comercio se reunirán periódicamente para tratar sobre los proyectos que aparecen en la lista adjunta

a este Memorandum de Entendimiento. El Director de la Misión de USAID y el Vice-Ministro del Ministerio de Economía, Finanzas y Comercio previa coordinación con el Instituto Nacional de Planificación, pueden modificar la lista de proyectos enumerados en la relación adjunta en cualquier momento, de acuerdo mutuo a través del intercambio de cartas sin necesidad de una enmienda formal a este Memorandum de Entendimiento o el intercambio de notas diplomáticas.

C. Claúsula Especial

El Gobierno de la República del Perú se compromete a ampliar el presupuesto para cubrir la diferencia entre la asignación de fondos ya establecida en la Ley de Presupuesto No. 23233 y los montos que aparecen en la lista de proyectos adjunta a este Memorandum de Entendimiento.

D. Disposiciones Finales

1. Este Memorandum de Entendimiento puede ser terminado por mutuo acuerdo de los Estados Unidos y el Perú.

2. Este Memorandum de Entendimiento entrará en vigor a su firma.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito este Memorandum de Entendimiento.

HECHO en Lima, en duplicado, este día 5 de Febrero de 1981.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Dr. Manuel Ulloa Elías
Ministro de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Embajador Edwin G. Corr

FONDOS DE CONTRAPARTIDA REQUERIDOS PARA LOS
PROYECTOS DE DESARROLLO - CONVENIO DE LA LEY PUBLICA 480, TITULO I
FIRMADO EL 5 DE FEBRERO DE 1981

(Miles de Dólares)

PROYECTOS	Total Requerimiento/Proyectos	Financiación PL 480
Proyecto Integral de Desarrollo de la Selva Central (Pichis-Palcazú)	10,344	
Huallaga Central y Bajo Mayo	7,217	
Programa de Obras de Infraestructura Básica con Apoyo Alimentario en Pueblos Jóvenes de Lima		
- Comisión Multisectorial (Vivienda)	50	
- Remodelación de PP.JJ. (Vivienda)	900	
- Atención Ambulatoria (Salud)	1,199	
- Sub-Programa Infraestructura Básica con Apoyo Alimentario (Educación)	560	
- Plantaciones Forestales con fines de Protección y Producción en Lima (Agricultura y Alimentación)	283	
- Distribución de Alimentos -- ONAA (Cooperación Popular)	300	
Extensión de la Cobertura de Salud (Atención Primaria)	265	
Administración de Suelos Tropicales (Yurimaguas)	471	
Investigación, Extensión y Educación Agrícola	250	
Programa de Alimentación Escolar	100	
Programa de Vivienda (Banco de Materiales)	200	
Saneamiento Ambiental en la Sierra	50	
Van...	$ 22,189	

PROYECTOS	Total Requerimiento/Proyectos	Financiación PL 480
Vienen...	$ 22,189	
Desarrollo de Pesca Continental en el Departamento de Ancash	25	
Producción de Soya y Maíz en Pequeñas Chacras	317	
Planeamiento ambiental e identificación de RRNN	50	
Manejo de Cuencas (conservación de suelos)	60	
Centrales de Servicios Educativos	250	
Educacion Inicial como Incentivo para el desarrollo de la comunidad	147	
Salud Materno Infantil Región Sur Medio	120	
Programa de Agencias Voluntarias	530	
- CARITAS	250	
- OFASA	97	
- SEPAS Reforestación	60	
Programa colaborativo de Rumiantes Menores		
TOTAL	$ 24,095	$ 20,000

TIAS 10301

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-23-254

10303

NARCOTIC DRUGS

Cooperation to Control Illicit Traffic

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Agreement Between the
UNITED STATES OF AMERICA
and BRAZIL

Effected by Exchange of Notes
Signed at Brasilia September 29, 1981

S 9.10:

READEX FICHE best copy available

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BRAZIL

Narcotic Drugs: Cooperation to Control Illicit Traffic

Agreement effected by exchange of notes
Signed at Brasilia September 29, 1981;
Entered into force September 29, 1981.

The American Chargé d'Affaires ad interim to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Brasilia, September 29, 1981

Nº 331

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, I have the honor to propose to Your Excellency, in the name of the Government of the United States of America, an Agreement in the following terms,[1] in English, concordant with the attached text in Portuguese:

His Excellency

Ramiro Saraiva Guerreiro

Minister of External Relations

Brasilia, D. F.

[1] See p. 18.

The present note and Your Excellency's one, of the same contents and date, shall constitute an Agreement between our Governments, to enter into force today.

Accept, Excellency, the assurances of my highest consideration.

George Borman High [1]

[1] George Borman High.

4

The Brazilian Minister of External Relations to the American Chargé d'Affaires ad interim

MINISTERIO DAS RELAÇÕES EXTERIORES

Em 29 de setembro de 1981.

DAI/DNU/DCS/ 95 /611.5(B46)(B13)

Senhor Encarregado de Negócios,

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, tenho a honra de propor a Vossa Senhoria, em nome do Governo da República Federativa do Brasil, um Acordo nos seguintes termos, em português, concordantes com o anexo texto em inglês:

A Sua Senhoria o Senhor George B. High
Encarregado de Negócios, a.i.,
dos Estados Unidos da América.

TIAS 10303

A presente nota e a de Vossa Senhoria, de igual teor e mesma data, constituirão Acordo entre nossos Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

R S Guerreiro[1]

[1] R. S. Guerreiro.

TRANSLATION

MINISTRY OF EXTERNAL RELATIONS

September 29, 1981

DAI/DNU/DCS/95/611.5(B46)(B13)

Excellency:

With reference to the recent negotiations between authorities of the Government of the Federative Republic of Brazil and the Government of the United States of America on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, I have the honor to propose to Your Excellency, in the name of the Government of the Federative Republic of Brazil, an Agreement in the following terms, in Portuguese, concordant with the attached text in English.

2. The present note and your Excellency's one, of the same contents and date, shall consititute an Agreement between our Governments, to enter into force today.

His Excellency
George B. High,
Charge d'Affaires, a.i.
of the United States of America

Accept, Excellency, the assurance of my highest consideration.

R S Guerreiro

Ramiro Saraiva Guerreiro

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

The Government of the United States of America

and

The Government of the Federative Republic of Brazil,

WISHING to collaborate in activities of control of the illicit traffic of drugs,

AGREE on the following:

ARTICLE I

1. The Contracting Parties decide to develop mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may transit Brazilian territory or which may be processed in it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of the supply of equipment and specialized material, as well as the training of personnel belonging to the institutions mentioned in Article II.

ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates, for the same purpose, the Department of Federal Police (DPF) of the Ministry of Justice.

ARTICLE III

1. For the purposes of the present Agreement, the INM will finance the acquisition of commodities and equipment which will be donated to the DPF and devoted to the control of drug trafficking in the total amount of up to US$ 200,000 (two hundred thousand dollars), as described in the Annex to this Agreement.

2. In the case of commodities and equipment manufactured in Brazil, the DPF will take the necessary steps related to their acquisition under procedures to be adopted by mutual agreement between the INM and the DPF. The INM will be responsible for payment for these commodities and equipment, provided that they meet the specifications required by the DPF and the DPF certifies their receipt.

3. The final contribution date for goods and services procured under this Agreement will be March 31, 1983. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree otherwise.

4. After the final date stipulated in item 3 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in item 1 if funds authorized by the United States Congress for such purposes are available.

ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve the issue.

ARTICLE V

1. For the purposes of this Agreement, the DPF will:

a) furnish up to US$21,000 (twenty one thousand dollars) to execute the activities listed in the Annex;

b) provide international travel costs for personnel it may send to attend training courses in the United States;

c) retain the personnel who have received special training in the United States under this Agreement in a narcotic enforcement assignment for a minimum period of two years after completing such training;

d) fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

2. The DPF will utilize river patrol boats and communication equipment at previously established points of the Brazilian territory where the illicit traffic of drugs may be more intensive.

3. The DPF will also install the new radio equipment, referred to in the Annex, in the States of Amazonas, Mato Grosso and Mato Grosso do Sul, and maintain technical surveillance equipment at its headquarters in Brasilia to be used in any operation of interdiction of illicit traffic of drugs.

ARTICLE VI

The commodities and equipment furnished by one of the entities referred to in Article II to the other, under the provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these commodities and equipment will be used in activities which will further the objectives sought in the Agreement.

ARTICLE VII

All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and the Federative Republic of Brazil.

ARTICLE VIII

The INM and the DPF will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

ARTICLE IX

This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

ARTICLE X

1. This Agreement shall enter into force on the date of its signature, and will be in effect until March 31, 1983, unless the Contracting Parties decide to extend it. It may be denounced at any time by one of the Contracting Parties. The denunciation will take effect 30 (thirty) days after the date of receipt of the respective notification.

2. The termination date or the denunciation of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

ANNEX
TO THE

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

I - INM CONTRIBUTION:

- 4 Eight meter launches, equipped with 130 h.p. diesel engines and communication equipment, for the areas of Manaus, State of Amazonas; Tabatinga, State of Amazonas; Foz do Iguaçu, State of Paraná; Guajará-Mirim, Territory of Rondônia. Each launch at November 1980 price US $26,454.70	US$	105,818.80
- Communication equipment for States of Amazonas, Mato Grosso and Mato Grosso do Sul.	US$	45,840.67
- 1 Nitescope, Javelin model 221 at US $3,400 - accessories for scope at US $1,000	US$	4,400.00
- 1 Bird Dog (bumper beeper)	US$	6,000.00
- 2 Questar 1400mm lenses at US $1,250 each	US$	2,500.00
- 6 Sony micro cassette recorders at US $450 each	US$	2,700.00
- Amount to be utilized for inflation purposes on above mentioned launches with prices as of November 1980, operational support costs, and other costs.	US$	32,740.53
TOTAL	US$	200,000.00

II - DPF CONTRIBUTION

- Personnel	
a. Payment of travel and per diem for carrying out operations	US$ 20,000.00
b. Travel and per diem of technicians for installation of communications equipment.	US$ 1,000.00
TOTAL	US$ 21,000.00

ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMERICA PARA COOPERAÇÃO NO CAMPO DA REPRESSÃO AO TRÁFICO ILÍCITO DE DROGAS

O Governo da República Federativa do Brasil

e

O Governo dos Estados Unidos da América,

DESEJOSOS de colaborar em atividades de repressão ao tráfico ilícito de drogas,

ACORDAM o seguinte:

ARTIGO I

1. As Partes Contratantes decidem prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam transitar pelo território brasileiro ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e materiais especializados, bem como o treinamento de pessoal pertencente aos quadros das instituições mencionadas no Artigo II.

ARTIGO II

O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

ARTIGO III

1. Para a consecução dos fins do presente Acordo, o INM financiará a aquisição de bens e equipamentos, que serão doados ao DPF, destinados à repressão do tráfico de drogas, por um valor total de até US$ 200.000,00 (duzentos mil dólares dos Estados Unidos da América), conforme descrição contida no Anexo ao presente Acordo.

2. No caso de bens e equipamentos produzidos no Brasil, o DPF se encarregará das providências relativas à sua aquisição, de conformidade com procedimentos a serem adotados de comum acordo entre o DPF e o INM. O INM se encarregará do pagamento destes bens e equipamentos, desde que os mesmos satisfaçam as especificações exigidas pelo DPF e que este certifique seu recebimento.

3. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1983. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

4. Após a data limite fixada no item 3 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no item 1 em caso de disponibilidade de verbas obtidas do Congresso dos Estados Unidos da América para tal fim.

ARTIGO IV

Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão da exclusiva responsabilidade do DPF, que tomará as devidas providências sobre a matéria.

ARTIGO V

1. Para os fins do presente Acordo, o DPF se compromete a:

a) financiar, até por um valor total de US$ 21.000,00 (vinte um mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;

b) arcar com as despesas de viagem internacional de funcionários que envie para cursos de treinamento nos Estados Unidos da América;

c) manter o pessoal que tenha recebido treinamento especial nos Estados Unidos da América, dentro dos termos do presente Acordo, em atividades de repressão ao tráfico de entorpecentes por um período mínimo de dois anos, a contar da data de conclusão do treinamento;

d) arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam previamente especificadas.

2. O DPF se compromete, igualmente, a utilizar barcos de patrulha fluvial e equipamentos de comunicação em pontos pré-estabelecidos do território brasileiro onde o tráfico ilícito de drogas possa ser mais ativo.

3. Da mesma forma, o DPF instalará os novos equipamentos de rádio, referidos no Anexo, nos Estados do Amazonas, Mato Grosso e Mato Grosso do Sul, mantendo equipamento técnico de vigilância em sua sede, em Brasília, para ser usado em qualquer operação de interdição do tráfico ilícito de drogas.

ARTIGO VI

Os bens e equipamentos fornecidos por uma das entidades referidas no Artigo II à outra, no termos do presente Acordo, serão destinados exclusivamente à execução das atividades previstas. Após o término do presente Acordo, os referidos bens e equipamentos serão utilizados em atividades que complementem os fins visados no Acordo.

ARTIGO VII

Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

ARTIGO VIII

O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

ARTIGO IX

O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

ARTIGO X

1. O presente Acordo entrará em vigor na data de sua assinatura e terá vigência até o dia 31 de março de 1983, a menos que as Partes Contratantes decidam prorrogá-lo. Poderá ser denunciado, a qualquer tempo, por uma das Partes Contratantes. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. O término ou a denúncia do presente Acordo implicará no cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não cancelâveis que tenham sido assumidos com terceiros.

ANEXO

AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

I - CONTRIBUIÇÃO DO INM

- 4 lanchas de oito metros, equipadas com motor diesel de 130 cavalos e equipamento de telecomunicação, para as áreas de Manaus, Estado do Amazonas; Tabatinga, Estado do Amazonas; Foz do Iguaçu, Estado do Paraná; Guajará-Mirim, Território de Rondônia. Cada lancha, a preço de novembro de 1980 US$ 26.454,70	US$ 105.818,80
- Equipamento de comunicação para os Estados do Amazonas, Mato Grosso e Mato Grosso do Sul	US$ 45.840,67
- 1 luneta, dotada de amplificador de luz para funcionamento à noite ("Nitescope, Javelin model 221"), a US$ 3.400 - acessórios ("accessories for scope"), a US$ 1.000	US$ 4.400,00
- 1 emissor de sinais, através de impulsos elétricos ("Bird Dog - bumper beeper")	US$ 6.000,00
- 6 gravadores micro-cassetes, a US$ 450 cada	US$ 2.700,00
- 2 tele-objetivas Questar 1400 mm, a US$ 1250 cada	US$ 2.500,00
- Montante a ser utilizado para fins de inflação no preço das lanchas acima mencionadas, com os preços de novembro de 1980, outros custos e custos operacionais	US$ 32.740,53
TOTAL	US$ 200.000,00

II - CONTRIBUIÇÃO DO DPF

- Pessoal

a. Pagamento de viagem e diária para executar operações	US$ 20.000,00
b. Viagem e diária de técnicos para instalação de equipamento de comunicação	US$ 1.000,00
T O T A L	US$ 21.000,00

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-256

10304

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EMPLOYMENT

Agreement Between the
UNITED STATES OF AMERICA
and NEW ZEALAND

Effected by Exchange of Notes
Dated at Wellington November 16 and 23, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NEW ZEALAND

Employment

Agreement effected by exchange of notes
Dated at Wellington November 16 and 23, 1981;
Entered into force November 23, 1981.

The American Embassy to the New Zealand Ministry of Foreign Affairs

No. 163

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of New Zealand and has the honor to propose that dependents of employees of the Government of the United States of America assigned to official duty in New Zealand and dependents of employees of the Government of New Zealand assigned to official duty in the United States of America be authorized to accept employment in the receiving state without restriction as to type of employment.

For the purposes of this arrangement, "dependent" will include:

(i) Spouses
(ii) Unmarried dependent children under 21 years of age
(iii) Unmarried dependent children under 25 years of age who are in full-time attendance as students at a post-secondary educational institution, and
(iv) Unmarried children who are physically or mentally disabled.

In the case of dependents of employees of the Government of New Zealand assigned to official duty in the United States of America who hold an offer of employment in the United States, an official request will be made by the Embassy of New Zealand in Washington to the Office of the Chief of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee, the Embassy will be informed by the Office of the Chief of Protocol that the dependent has permission to accept employment. In the case of dependents of employees of the Government of the United States of America assigned to official duty in New Zealand who hold an offer of employment in New Zealand, an official request will be made by the

Embassy of the United States of America in Wellington to the Protocol Division of the Ministry of Foreign Affairs. Upon verification that the person is a dependent of an official employee the Embassy will be informed by the Ministry that the dependent has permission to accept employment.

The sending state of official employees whose dependents obtain employment under this arrangement and have immunity from the jurisdiction of the receiving state in accordance with Article 37 of the Vienna Convention on Diplomatic Relations,[1] or any other applicable international agreement, will waive immunity from civil and administrative jurisdiction by the receiving state with respect to all matters arising out of such employment. Such dependents who accept employment under this arrangement will be liable for payment of income tax and social security contributions imposed on any remuneration received from employment in the receiving state. Authorization to accept or continue employment in the receiving state under this arrangement will terminate upon the departure of the employee from the receiving state or termination of the employee's official assignment, whichever is earlier.

The Embassy of the United States of America proposes that, if the terms set forth in this Note are acceptable to the Government of New Zealand, this Note and the Ministry's reply thereto will constitute an arrangement between the two Governments which will come into effect on the date of the Ministry's Note and remain in effect until terminated by either Government on ninety days' written notice to the other.

The Embassy of the United States of America avails itself of this opportunity of renewing to the Ministry the assurances of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
Wellington, November 16, 1981

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[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3244.

The New Zealand Ministry of Foreign Affairs to the American Embassy

23 NOV 1981

57/3/36

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 163 of 16 November 1981 proposing that dependants of employees of either Government assigned to official duty in the other country be authorised to take up employment.

The Ministry is pleased to inform the Embassy that the Government of New Zealand accepts the proposal on the terms set out in the Embassy's Note and confirms that the Embassy's Note and this Note in reply constitute an arrangement between the two Governments which comes into effect on the date of this Note and will remain in effect until terminated by either Government on ninety days' written notice to the other.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF FOREIGN AFFAIRS NEW ZEALAND

Ministry of Foreign Affairs,
Wellington.
23 November 1981

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-257

10305

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10305

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CRIMINAL INVESTIGATIONS

Agreements Between the
UNITED STATES OF AMERICA
and MEXICO

Effected by Exchange of Letters
Signed at Washington and Mexico
August 25 and November 9, 1981

And Exchange of Letters
Signed at Mexico and Washington
November 10 and 25, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Criminal Investigations

Agreements effected by exchange of letters
Signed at Washington and Mexico August 25 and November 9, 1981;
Entered into force November 9, 1981.
And exchange of letters
Signed at Mexico and Washington November 10 and 25, 1981;
Entered into force November 25, 1981.

The Assistant Attorney General, Criminal Division, to the Mexican Attorney General

United States Department of Justice
ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

AUG 25 1981

Lic. Oscar Flores
Procurador General of the
Republic of Mexico
Mexico, D.F.

Dear Mr. Procurador General:

I have the honor to refer to the Procedures for Mutual Assistance in the Administration of Justice in connection with the General Tire and Rubber Company and the Firestone Tire and Rubber Company Matters signed in Washington on June 23, 1976.[1] The United States Department of Justice requests that the operation of the aforementioned agreement be extended by an exchange of letters between the parties to include alleged illicit acts pertaining to the sales activities in Mexico of several companies which are the subject of investigation in United States Department of Justice investigation Number MA101.

The United States Department of Justice undertakes to exchange information relating to the above-identified investigation under the same terms and conditions as those contained in the aforementioned agreement.

Please accept assurances of my highest consideration.

Very truly yours,

D. Lowell Jensen
Assistant Attorney General
Criminal Division

[1] TIAS 8533, 8930, 9005, 9322; 28 UST 2083; 29 UST 2153, 3200; 30 UST 2177.

The Mexican Attorney General to the Assistant Attorney General, Criminal Division

FORMA C.G.-1A

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

Oficio No. 1/385.

México, D.F., a 9 de noviembre de 1981.

SR. LOWELL JENSEN,
Procurador General Asistente,
División Criminal,
Washington, D.C.

Me es grato referirme a su atenta carta de 25 de agosto de 1981, que en la parte medular dice lo siguiente:

Me refiero al Acuerdo sobre el Procedimiento para la Asistencia Mutua en la Administración de Justicia, en relación con asuntos sobre la General Tire and Rubber Co. y la Firestone Tire and Rubber Co., firmado en Washington el 23 de junio de 1976.

El Ministerio de Justicia de los Estados Unidos solicita que la vigencia del mencionado acuerdo se prorrogue mediante el intercambio de notas entre las partes, de manera que en el mismo se incluyan presuntos actos ilícitos relativos a las ventas por parte de algunas empresas en el territorio de México que son motivo de investigación, comprendidas en el caso MA-101 del Ministerio de Justicia de los Estados Unidos.

El Ministerio de Justicia de los Estados Unidos intercambiará información relativa a la arriba identificada investigación con arreglo a los mismos términos y condiciones que los contenidos en el mencionado Acuerdo.

Esta respuesta en relación con la propuesta prórroga del Acuerdo de 23 de junio de 1976, destinado a incluír las actividades de algunas empresas que son motivo de investigaciones en el caso MA101 del Ministerio de Justicia de los Estados Unidos, según se solicita en su arriba mencionada carta de 25 de agosto de 1981, constituye un acuerdo entre el Procurador General de la República de México y el Ministerio de Justicia de los Estados Unidos que entrará en vigor en esta fecha.

Reitero a usted las seguridades de mi más alta consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

No. 1/385 Mexico, D.F., November 9, 1981

Mr. Lowell Jensen
Assistant Attorney General
Criminal Division
Washington, D.C.

Sir:

I take pleasure in referring to your letter of August 25, 1981, which states the following:

[For the English language text, see p. 2.]

This reply concerning the proposed extension of the Agreement of June 23, 1976, to include the activities of certain companies under investigation in case No. MA101 by the United States Department of Justice, as requested in your above-mentioned letter of August 25, 1981, constitutes an agreement between the Attorney General of the Republic of Mexico and the United States Department of Justice effective this date.

I renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

The Mexican Attorney General to the Assistant Attorney General, Criminal Division

FORMA C.G.-1.A.

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

Oficio No. 394

México, D.F., a 10 de noviembre de 1981.

SR. D. LOWELL JENSEN,
Procurador General Asistente,
División Criminal,
Washington, D.C.

Me refiero al Acuerdo sobre el Procedimiento para la Asistencia Mutua en la Administración de Justicia, en relación -- con asuntos sobre la General Tire and Rubber Co. y la Firestone Tire and Rubber Co., firmado en Washington el 23 de junio de 1976.

La Procuraduría General de la República solicita - que la vigencia del mencionado Acuerdo se prorrogue mediante el intercambio de notas entre las partes, de manera que en el mismo se incluyan presuntos actos ilícitos relativos a operaciones de venta en México de una compañía que se encuentra sujeta a investigación en el Departamento de Justicia de los Estados Unidos en el caso MA105.

La Procuraduría General de la República intercambiará información relativa a esta averiguación previa de conformidad a los mismos términos y condiciones que los establecidos en el mencionado Acuerdo.

Reitero a usted las seguridades de mi más alta estima.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES

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The Assistant Attorney General, Criminal Division, to the Mexican Attorney General

NOVEMBER 25, 1981

Lic. OSCAR FLORES
Procurador General of the
Republic of Mexico
Embassy of Mexico
Washington, D.C.

DEAR MR. FLORES:

I have the honor to refer to your letter of November 10, 1981, which states in pertinent part:

> "I make reference to the Agreement on Procedures for the Mutual Assistance in the Administration of Justice relating to matters concerning the General Tire and Rubber Co. and the Firestone Tire and Rubber Co., signed in Washington on June 23, 1976.
>
> "The office of the Procurador General of the Republic requests that the operation of the above-mentioned Agreement be extended through exchange of notes by both parties, in order that it can include alleged illicit acts relating to sales operations in Mexico of a company which is under investigation by the Department of Justice in the United States under case MA105.
>
> "The office of the Procurador General of the Republic will exchange information relative to the above-mentioned in conformity to the same terms and conditions which are established in the before mentioned Agreement."

This letter of reply concerning the proposed extension of the Agreement of June 23, 1976, so as to include the activities of a company which is the subject of investigation in the United States Department of Justice investigation, Number MA 105, as requested in your above-mentioned letter of November 10, 1981, constitutes an agreement between the Procurador General of the Republic of Mexico and the United States Department of Justice effective this date.

Please accept the renewed assurance of my highest consideration.

Very truly yours,

D LOWELL JENSEN

D. Lowell Jensen
Assistant Attorney General
Criminal Division

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—29-258

10306

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10306

AGRICULTURE

Plant Diseases and Pest Damage

Memorandum of Understanding Between the UNITED STATES OF AMERICA and PERU

Signed at Lima November 30, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PERU

Agriculture: Plant Diseases and Pest Damage

Memorandum of understanding signed at Lima November 30, 1981;
Entered into force November 30, 1981.

MEMORANDUM OF UNDERSTANDING
Between
MINISTERIO DE AGRICULTURA
REPUBLIC of PERU
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

Relative to:

Cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Peru and the United States of America through the execution of cooperative programs

The purpose of this Memorandum of Understanding is to plan and execute measures directed toward directing, preventing, controlling, and/or eradicating plant pests and diseases of economic importance which affect or threaten crops and harvests in Peru and the United States of America as well as to prevent their dissemination by all possible means.

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service, and the Ministerio de Agricultura, Republic of Peru, hereinafter called the Ministerio, shall apply and accomplish this agreement in accordance with the laws of each country and for the general benefit of the people of Peru and the United States of America.

A. The Ministerio Agrees:

1. To act in detecting, preventing, controlling, and/or eradicating plant pests and diseases in Peru in accordance with the powers which all the legal regulations in effect grant. It shall meet with representatives of the Service in the development of cooperative programs of mutual interest discussed and approved by the authorized representatives of both countries.

2. To authorize the personnel of the Service to collaborate in the planning and execution of quarantines for the development of the approved cooperative programs.

3. To develop the necessary technical activities to assure the success of detecting, preventing, controlling, and/or eradicating plant pests and diseases included in the cooperative programs, utilizing available funds.

4. To facilitate the entry into, exit from, and travel within the Republic of Peru by United States personnel participating in the cooperative program and facilitate the disposition of Service property utilized on the program within the Republic.

5. That officers and employees of the United States Department of Agriculture participating in the cooperative program will be accredited as diplomatic agents will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of American in Peru with respect to immunity from the Civil and Administrative jurisdiction of the Republic of Peru with respect to acts performed in the exercise of their functions of this agreement. The number of officials and employees participating in this program will be established in the operating plans of the project.

6. To permit the duty free entry of and the disposal of those vehicles that may be necessary for use in the cooperative program, materials and equipment required to fulfill the obligation of the Service under this Agreement and the personal effects, household goods, and vehicles of the United States personnel participating in the cooperative program and of their immediate families, in accordance with the same practices and regulations as are applied by the Government of Peru to First Secretaries of the United States Embassy in Peru.

7. To permit the joint payment of salaries and/or other compensation to its personnel by the Service only in exceptional cases as mutually agreed upon.

B. The Service Agrees:

1. To cooperate in detecting, preventing, controlling, and/or eradicating plant pests and diseases in accordance with work plans mutually agreed upon based on the authority included in the statute establishing the United States Department of Agriculture and 7 U.S.C. 147 a, as amended by Public Law 94-231, approved March 15, 1976 and relevant regulations, and annual appropriation statutes providing funds for the activities of the Service.

2. To provide collaboration in the quarantine work in Peru in accordance with the work plan mutually agreed upon.

3. To provide employees as mutually agreed upon to cooperate with the Ministerio in detecting, preventing, controlling and/or eradicating plant pests and diseases in the cooperative programs or in case of emergency when a harmful biological agent threaten the crops of both countries, in accordance with authority granted by the United States Congress and the United States Department of Agriculture.

4. To initiate and/or continue, in mutual agreement with the Ministerio, studies regarding new and improved techniques and procedures which might be used for detecting, preventing, controlling and/or eradicating plant pests diseases.

5. To request from the Ministerio the necessary permits for the use or assignment in Peru of private company contractors, personnel, equipment, materials, substances, etc., that may be necessary for the execution of the cooperative programs. The Ministerio will be able to reject said permits if they are contrary to the commitments made in the Cartagena Agreement.

6. To make joint payment of salaries or other compensations to the personnel of the Ministerio only in exeptional cases as mutually agreed upon.

C. It is Mutually Understood and Agreed that:

1. The joint planning of the cooperative program developed on the basis of this agreement, and the approved work plans and procedures will be subject to revision, as work progresses and experience justifies modification.

2. Each of the cooperating parties will prepare periodic reports on the accomplishments of the cooperative programs, as requested, but not less than annually, and each will send copies of such reports to the other party. These reports should be fundamentally evaluative, detailing the achievements reached and proposing the measures necessary to resolve or to improve the cooperative programs.

3. Either party shall be free to use any results obtained in the cooperative programs with the prior approval of the other party. Publications will require prior approval and may be jointly or separately published; in either case, credit will be given to the cooperation and the persons who performed the work.

4. The results and experience derived from the cooperative program may be used by either party in making recommendations to the proper authorities of their respective government in revising or modifying existing laws and regulations or for promulgating new laws and regulations to detect, prevent, control and/or eradicate plant pests and diseases.

5. The responsibilities assumed by each of the cooperative parties are contingent upon funds being available from which the expenditures legally may be met.

6. This Memorandum of Understanding is to define in general terms the basis of which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds by the United States Department of Agriculture made in conformity with the points outlined in this Memorandum of Understanding must be in accord with Department Rules and Regulations in each instance based upon appropriate financial documentation. Expenditures made by the Ministerio will be in accordance with its rules and regulations.

   Funds of the Ministerio shall not be expanded by a Service employee, even though the cooperating party has no representatives stationed in the locality. In such instances the Service employee may handle the accounts but shall forward the vouchers to the disbursing agent of the Ministerio for payments. The Ministerio should not send checks payable to Service employees nor send them checks payable to "cash" or "bearer" for payment of local expenses.

7. The personnel of the Service shall remain under the administrative direction of the Service and will work cooperatively with the personnel of the Ministerio in the development of the cooperative programs. Personnel of the Ministerio shall remain under the administrative direction of the Ministerio.

8. Peruvian citizens employed by the Service will be paid by the Service and will be subject to its rules, regulations and policies.

a. Peruvian citizen employees will be appointed under the authority of the U.S. Office of Personnel Management, Rule VII, Section 8.3 and shall be paid in accordance with the Peruvian Pay Plan approved by the Service and established under a Memorandum of Agreement, among the Department of State, Defense, and Agriculture, USICA and AID, concerning joint compensation plans for local employees overseas. Said employees are subject to the United States Department of State Regulations applicable to the employment of Peruvian Nationals.

b. The number of hours per day and days per week to be worked by such employees and any annual or sick leave with pay granted shall be based on regulations of the Service and approved Pay Play. The Ministerio shall be kept informed.

c. The selection of personnel to be hired by the Service within the Republic of Peru to work on detection, prevention, control and/or eradication programs of plant pests and diseases will be by mutual agreement with the Ministerio.

9. No member of or delegate to the United States Congress or resident commissioner, and no office, agent or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

10. An annual meeting will be held in which progress reports will be presented on the detecting, preventing, controlling, and/or eradicating of plant pests and diseases included in the cooperative programs.

11. This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely but may be modified by mutual agreement between the parties in writing and may be discontinued at the request of either party. Requests for termination or any major changes shall be submitted to the other party for consideration not less than ninety days in advance of the effective date requested for modification or termination.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Harry C. Mussman — 11-30-81
ADMINISTRATOR — Date
Harry C. Mussman

MINISTERIO DE AGRICULTURA
REPUBLIC OF PERU

11-30-81
MINISTER — Date
Nik Ericsson Correa

MEMORANDUM DE ENTENDIMIENTO
Entre
MINISTERIO DE AGRICULTURA
REPUBLICA DEL PERU
y
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

En relación con:

Los esfuerzos cooperativos para la protección de los cultivos contra las plagas y enfermedades de las plantas, que se efectúan en la República del Perú y los Estados Unidos de América a través de la ejecución de los programas cooperativos.

El objetivo de este Memorandum de Entendimiento es planear y ejecutar acciones dirigidas a la detección, prevención, control y/o erradicación de las plagas y enfermedades de las plantas de importancia económica que afectan o amenazan los cultivos y cosechas del Perú y los Estados Unidos de América, así como a la prevención de su diseminación utilizando todos los medios posibles.

El United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado como el Servicio y el Ministerio de Agricultura, República del Perú, de aquí en adelante denominado como el Ministerio, aplicarán y cumplirán este acuerdo según las leyes de cada país y para el beneficio general de los pueblos del Perú y de los Estados Unidos de América.

A. El Ministerio acuerda:

1. Actuar para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas en el Perú de acuerdo con los poderes que todos los dispositivos legales en vigor le conceden. Se reunirá con los representantes del Servicio para desarrollar los programas cooperativos de interés mutuo que hayan sido discutidos y aprobados por los representantes autorizados de cada país.

2. Autorizar al personal del Servicio para que colabore en la planificación y ejecución de las cuarentenas para el desarrollo de los programas cooperativos aprobados, cuando se juzgue necesario.

3. Desarrollar las actividades técnicas necesarias que aseguren el éxito de la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas incluídas en los programas cooperativos, utilizando los fondos disponibles.

4. Facilitar la entrada y salida de, y los viajes dentro de la República del Perú para el personal de los Estados Unidos que participe en los programas cooperativos y facilitar la disposición de propiedades del Servicio que se utilicen en el programa dentro de la República.

5. Que los empleados y autoridades del Departamento de Agricultura de los Estados Unidos que participen en los programas cooperativos, acreditados como agentes diplomáticos, disfruten de los privilegios e inmunidades concedidos al personal diplomático de la Embajada de los Estados Unidos de América en el Perú, - con respecto a la inmunidad de la jurisdicción Administrativa y Civil que la República del Perú tenga con respecto a actos llevados a cabo en el ejercicio de las funciones descritas en este acuerdo. El número de empleados y autoridades participantes en este programa se establecerá dentro de los planes operativos del proyecto.

6. Que permita la entrada libre de impuesto y la disposición de aquellos vehículos que sean necesarios para el uso en el programa cooperativo, además de los materiales y equipos que se requieran para cumplir con la obligación correspondiente al Servicio bajo el presente acuerdo, así como los efectos personales, menaje de casa y vehículos del personal de los Estados Unidos que participe en el programa cooperativo y de sus familiares inmediatos, de acuerdo con las mismas prácticas y reglamentos que aplique el Gobierno del Perú a los Primeros Secretarios de la Embajada de los Estados Unidos en Perú.

7. Permitir el pago conjunto de salarios y/o demás compensaciones a su personal - por parte del Servicio únicamente en casos excepcionales y según acuerdo mutuo.

B. El Servicio acuerda:

1. Cooperar para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas según los planes de trabajo elaborados por mutuo acuerdo y basados en la autorización incluída en el estatuto que establece el Departamento de Agricultura de los Estados Unidos y la fracción 7 del Código de los Estados Unidos, 147 a, (7 U. S. C. 147a) modificado por Ley Pública 94-231, aprobada el 15 de marzo de 1976, así como los reglamentos de importancia y los estatutos del presupuesto anual que proveen los fondos para las actividades del Servicio.

2. Proporcionar colaboración en el trabajo cuarentenario en el Perú según el plan de trabajo mutuamente acordado.

3. Proporcionar empleados según acuerdo mutuo para cooperar con el Ministerio para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas en los programas cooperativos o en caso de emergencia, cuando - un agente biológico perjudicial amenace los cultivos de ambos países, según la autoridad concedida por el Congreso de los Estados Unidos y el Departamento de Agricultura de los Estados Unidos.

4. Iniciar y/o continuar, por mutuo acuerdo con el Ministerio, estudios relacionados con técnicas nuevas o mejoradas y procedimientos que pudieran utilizarse - para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas.

5. Solicitar al Ministerio los permisos necesarios para el uso o asignación en el Perú de compañías contratistas privadas, personal, equipo, materiales, sustancias, etc., que pudieran requerirse para la ejecución de los programas coopera

tivos. El Ministerio tendrá capacidad para rechazar dichos permisos si resultan contrarios a los compromisos del Acuerdo de Cartagena.

6. Pagar salarios conjuntos u otras compensaciones al personal del Ministerio únicamente en casos excepcionales y por acuerdo mutuo.

C. Se entiende y acuerda mutuamente que:

1. La planificación conjunta del programa cooperativo desarrollado con base en este acuerdo, y los planes de trabajo y procedimientos aprobados estarán sujetos a revisión a medida que el trabajo progrese y la experiencia justifique dicha modificación.

2. Cada una de las partes cooperantes preparará informes periódicos relativos a los logros de los programas cooperativos, según se solicite, pero no menos de una vez por año, y cada una de las partes enviará copias de tales informes a la otra parte. Estos reportes deben ser básicamente evaluativos, detallando los logros alcanzados y proponiendo las acciones necesarias para resolver o mejorar los programas cooperativos.

3. Cada parte tendrá libertad de utilizar cualquiera de los resultados obtenidos en los programas cooperativos con previa aprobación de la otra parte. Las publicaciones requerirán aprobación previa y podrán ser emitidas por separado o conjuntamente; en cualquier caso, el crédito se dará a la cooperación y a las personas que efectuaron el trabajo.

4. Los resultados y la experiencia derivados de los programas cooperativos pueden ser utilizados por cualquiera de las partes para hacer recomendaciones a las autoridades adecuadas de su respectivo gobierno para la revisión, o modificación de las leyes y reglamentos existentes o para la promulgación de nuevas leyes y reglamentos para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas.

5. Las responsabilidades asumidas por cada una de las partes cooperantes son contingentes en la disponibilidad de los fondos con los cuales deberán cumplirse legalmente los gastos.

6. Este Memorandum de Entendimiento es para definir en términos generales la base para la cooperación de las partes involucradas y no constituye una obligación financiera que sirva de base a los gastos. Cada parte manejará y utilizará sus propios fondos. Cualquiera y todos los gastos hechos con fondos federales por el Departamento de Agricultura de los Estados Unidos se harán según los puntos descritos en este Memorandum de Entendimiento, deberán ser de acuerdo con las reglas y los reglamentos del Departamento basándose en cada caso en documentación financiera apropiada. Los gastos hechos por el Ministerio se harán según sus reglas y reglamentos.

Los fondos del Ministerio no serán utilizados por ningún empleado del Servicio, ni aún cuando la parte cooperante no tenga representantes en la localidad. En tales casos los empleados del Servicio pueden manejar cuentas pero

deberán enviar los comprobantes al agente de desembolsos del Ministerio, para su pago correspondiente. El Ministerio no deberá enviar cheques pagaderos a nombre de los empleados del Servicio ni deberá enviarles cheques pagaderos "al portador" o "cambio" para el pago de gastos locales.

7. El personal del Servicio permanecerá bajo la dirección administrativa del Servicio y trabajará cooperativamente con el personal del Ministerio en el desarrollo de los programas cooperativos. El personal del Ministerio permanecerá bajo la dirección administrativa del Ministerio.

8. Los ciudadanos peruanos empleados por el Servicio recibirán pago del Servicio y estarán sujetos a sus reglas, reglamentos y políticas.

   a. Los empleados que sean ciudadanos peruanos serán contratados bajo la autoridad de la Oficina de Administración de Personal de los Estados Unidos, Regla VIII, Sección 8.3 y recibirán su pago de acuerdo con el Plan de Pagos Peruanos aprobado por el Servicio y establecido bajo un Memorandum de Entendimiento acordado entre el Departamento de Estado, Defensa, y Agricultura, USICA y AID relativo a los planes de compensación conjunta para los empleados en el extranjero. Los empleados mencionados estarán sujetos a los reglamentos del Departamento de Estado de los Estados Unidos que sean aplicables al empleo a los ciudadanos peruanos.

   b. El número de horas por día y los días por semana que se trabajarán por parte de estos empleados así como vacaciones y ausencias por enfermedad pagada, se concederán según los reglamentos del Servicio y el Plan de Pagos aprobado. Se informará al Ministerio regularmente.

   c. La selección del personal que contratará el Servicio dentro de la República del Perú para trabajar en los programas de detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas, será por acuerdo mutuo con el Ministerio.

9. Ningún miembro de, o delegado del Congreso de los Estados Unidos o comisionado residente, así como ninguna oficina, agente o empleado del gobierno de los Estados Unidos, será admitido en ninguna porción o participación de este acuerdo ni a ningún beneficio que surja del mismo.

10. Se efectuará una reunión anual en la que se presentarán informes de avance de la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas incluídos en los programas cooperativos.

11. Este Memorandum de Entendimiento entrará en vigor en la fecha de firma final y continuará en vigor indefinidamente, pero puede modificarse por mutuo acuerdo de las partes por escrito y puede descontinuarse a solicitud de cualquiera de las partes. Las solicitudes de terminación o de cualquier cambio importante serán presentadas a la otra parte para su consideración

con no menos de noventa días de anticipación a la fecha en que se solicita que entre en vigor la modificación o terminación.

MINISTERIO DE AGRICULTURA
REPUBLICA DEL PERU

11/30/81
Fecha

Ministro
Nik Ericsson Correa

UNITED STATES DEFARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Harry C. Mussman 11/30/81
Fecha.

Administrador
Harry C. Mussman

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-259

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10307

CULTURAL AND OTHER RELATIONS

Exchanges for 1982–1983

Agreement Between the
UNITED STATES OF AMERICA
and the HUNGARIAN PEOPLE'S REPUBLIC

Signed at Washington December 4, 1981

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HUNGARIAN PEOPLE'S REPUBLIC

Cultural and Other Relations: Exchanges for 1982–1983

Agreement signed at Washington December 4, 1981;
Entered into force January 1, 1982.

PROGRAM OF COOPERATION AND EXCHANGES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC IN CULTURE, EDUCATION, SCIENCE AND TECHNOLOGY FOR 1982 AND 1983

In accordance with Article V of the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic, on Cooperation in Culture, Education, Science and Technology signed at Budapest on April 6, 1977 [1] (hereinafter referred to as "the Agreement"), the two Governments (hereinafter referred to as "the Parties"), have prepared the following Program of Cooperation and Exchanges (hereinafter referred to as "the Program") for 1982 and 1983.

ARTICLE I

CULTURE AND EDUCATION

1 (a). The United States Party will make every effort to receive up to twenty participants annually, including influential or distinguished persons, for periods of one month each, in individual or group programs for an exchange of experience and consultations. Fields of specialization, suggestions as to group programs, and nominations will be made through diplomatic channels.

(b). The Hungarian Party will make every effort to receive up to ten participants, including influential or distinguished persons, for up to one month for an exchange of experience and consultations. The fields of specialization and lengths of stay will be determined through diplomatic channels.

2 (a). The Parties will make every effort to exchange annually one visiting lecturer for a full academic year. Fields of specialization and the receiving universities will be determined through diplomatic channels and according to practices already established by the Parties. Nominations may be in all fields, but special consideration will be given to American and Hungarian studies.

(b). The Parties will make every effort to exchange annually one research scholar for a full academic year and up to two other research scholars for a period from three to six months. Fields of specialization and the receiving institutions will be determined through diplomatic channels and according to practices already established by the Parties.

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[1] TIAS 9259; 30 UST 1502.

3 (a). During the period of the Program the Parties will make every effort to organize a bilateral seminar on the translation and publication of American and Hungarian literary works in each other's country. The venue, number of participants, and financial arrangements will be agreed upon through diplomatic channels.

(b). The Parties may initiate the organization of other joint seminars on topics of mutual interest, with the participation of specialists of their two countries. These seminars will normally be held alternately in the two countries. The dates and subjects of the seminars will be agreed upon through diplomatic channels.

4. The Parties will encourage contacts and cooperation between higher educational, scholarly and scientific institutions of the two countries in specialized fields determined on the basis of mutual interest. In order to explore possibilities for such contacts, each Party will make every effort to receive up to four senior representatives from higher educational, scholarly and scientific institutions of the other country. The length of these visits will normally be from three to four weeks.

5. The Parties will facilitate the exchange of information and consultation concerning the comparability and equivalency of degrees.

6. The Parties will facilitate the development of contacts between major libraries and archives of the two countries. The Parties will examine future possibilities for the exchange of specialists in the library field.

7. The United States Party, at the request of the Hungarian Party, will send up to three specialists in the teaching of English to lecture at summer courses organized for teachers of English at Hungarian secondary schools and universities.

8 (a). The Parties will facilitate the exchange of exhibitions of the kind defined by Article I, paragraph 2 (a) of the Agreement on a mutually acceptable basis, including major exhibitions when so agreed. The details of the exhibitions, including their themes and the financial conditions of their organization, will be determined through diplomatic channels.

(b). The Parties will encourage contacts between museums and other appropriate institutions of the two countries, including the exchange of artistic publications and other mutually acceptable forms of cooperation.

9. The Parties will examine the possibility of an exchange of film weeks during the period of the Program. The film weeks may incorporate mutually acceptable collateral activities such as meetings of film artists.

10. The Parties will encourage visits by professional and academic musical, dance and theatrical groups and individual performing artists. Specific arrangements will be determined through appropriate channels.

11. The Parties will explore the possibilities for visits by specialists in the plastic arts, music, dance and theater for an exchange of professional experience and participation in productions.

12. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs to commemorate appropriate national anniversaries and celebrations of the other country.

ARTICLE II

SCIENCE AND TECHNOLOGY

1 (a). The Parties will encourage implementation of the July 7, 1972 Agreement on Scientific Cooperation[1] between the National Science Foundation of the United States of America (NSF) and the Institute for Cultural Relations of the Hungarian People's Republic (KKI) as amended through the exchange of letters between Dr. Lenard Pal, Secretary General of the Hungarian Academy of Sciences (MTA) and Dr. John Slaughter, Director of the NSF, dated April 10, 1981, and June 5, 1981, respectively. Under that exchange, agreement was reached that the MTA would be responsible for administering the NSF/KKI Agreement as amended.

(b). The NSF/KKI Agreement will expire July 7, 1982. Prior to that date, the NSF and the MTA will negotiate and conclude a new interagency agreement on scientific and technical cooperation which will replace the 1972 NSF/KKI Agreement and amendments. The Parties will endeavor to continue to improve the effectiveness of future joint activities.

2. The Parties will encourage the implementation of the current Memorandum of Understanding on Scientific Cooperation between the National Academy of Sciences of the United States of America and the Hungarian Academy of Sciences, dated June 1, 1974, as revised on September 1, 1975.[2]

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[1] TIAS 8640, 9685; 28 UST 5356; 31 UST 5811.
[2] Not printed.

3. The Parties will encourage implementation of scientific exchanges between the U.S. Department of Health and Human Services and the Hungarian Ministry of Health of up to 12 man-months annually for each side in mutually acceptable fields. When agreed to by the U.S. Department of Health and Human Services and the Hungarian Ministry of Health, the Parties will encourage the conclusion of project agreements in specific areas of mutual benefit in the health sciences, such as the understanding reached in February 1981 between the U.S. National Cancer Institute and the Hungarian Institute of Oncology.[1] Visits of scientists taking place under such approved project agreements will be subject to the terms of those agreements and will not be included in the 12 man-month quota cited above.

4. The Parties will encourage cooperation between the United States Geological Survey and the Hungarian Central Office of Geology, such cooperation to include annual exchanges of up to ten man-months for Hungarian specialists to the United States and up to four man-months for American specialists to Hungary in fields of mutual interest. In addition, special cooperative projects that may require involvement of additional personnel will be negotiated separately.

5. The Parties will encourage implementation of the October 11, 1978 Memorandum of Understanding[2] between the Department of Transportation of the United States of America and the Ministry of Communications and Posts of the Hungarian People's Republic concerning research cooperation in the field of transportation.

6. The Parties will encourage the implementation of the Joint Statement signed May 13, 1981 between the United States Department of Agriculture and the Hungarian Ministry of Food and Agriculture.[3] The details of future exchanges of personnel will be agreed upon by the two agencies pursuant to pertinent provisions of the Joint Statement.

7. The Parties will encourage cooperation between the National Bureau of Standards of the United States and the Hungarian National Office of Measures, as well as other corresponding Hungarian institutions, such cooperation to include annual exchanges of up to ten man-weeks per side per year in fields of mutual interest.

8. The Parties will encourage contacts between the United States Bureau of Mines as well as other potentially interested United States agencies and the Hungarian Ministry of Industry to explore areas of future cooperation in fields of mutual interest.

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[1] Not printed.
[2] TIAS 9216; 30 UST 743.
[3] TIAS 10103; 33 UST.

9. The Parties will explore the possibility of an exchange of scientific and technical film weeks during the period of the Program. Each of the film weeks may incorporate mutually acceptable collateral activities such as meetings of representatives of the relevant fields. The arrangements for the film weeks will be made through diplomatic channels.

10. The Parties will explore the possibilities of holding bilateral seminars on scientific subjects of mutual interest during the period of the Program. The subjects of the seminars and other details will be agreed upon through diplomatic channels.

11. The Hungarian Party, in order to continue to explore the possibilities of additional cooperative activities between other appropriate entities of the two countries, will send a delegation of two persons to the United States for a period of up to three weeks.

12. The Parties will continue to facilitate additional cooperative arrangements between interested institutions and organizations of the two countries. Major proposals resulting from such arrangements will be reported to each side through diplomatic channels.

ARTICLE III

GENERAL PROVISIONS

1. The exchanges, visits and other cooperative activities provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries and the availability of funds. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges, visits and other cooperative activities in accordance with the provisions and objectives of the Agreement.

2. This Program will not preclude other mutually acceptable exchanges, visits and cooperative activities which may be initiated by interested organizations or persons active in the fields of culture, education, science and technology, it being understood that additional exchanges, visits and other cooperative activities will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties may initiate, by mutual agreement, an increase in the number of exchanges, visits and other cooperative activities provided for in the Program.

4 (a). Persons participating in the exchanges, visits and other cooperative activities provided for in the Program will be nominated by the sending Party. However, the participants under Article I, paragraph 1 (a) and (b) of the Program will be determined according to established practices on both sides and subject to the approval of the Parties. Nominations will be submitted in a mutually acceptable form through diplomatic channels, normally three months prior to the proposed arrival date. In the case of visiting lecturers and research scholars specified in Article I, paragraph 2 (a) and (b) nominations will be submitted by the sending Party nine months in advance of the proposed arrival date. The receiving Party will advise the sending Party of its acceptance no later than six months prior to the proposed arrival date. In the case of other nominations, the Parties will give notification of acceptance normally one month prior to the proposed arrival date and will inform each other at least two weeks in advance of the exact arrival date.

(b). For the purpose of the implementation of the provisions for the exchange of lecturers and research scholars under Article I, paragraph 2, any academic program initiated prior to December 31, 1983 will be governed by the provisions of this Program Document until tne completion of the academic program.

(c). In addition to other academic exchanges provided for in this Agreement, each side will exchange one academic lecturer for a period of five months beginning in January 1982 under the same financial provisions as apply to the lecturer exchanges which begin in September 1982.

5. With the exception of Article I, paragraphs 8(a), 9, 10 and 11, and Article II, paragraph 11, for visits specified in the Program:

(a) the sending Party will provide round-trip transportation between the capitals of the two countries (Budapest and Washington, D.C.);

(b) the receiving Party will provide:

(i) the internal travel necessary for the successful completion of each visitor's approved program;

(ii) the local expenses of stay as specified in the Annex, which forms an integral part of the Program;

(iii) medical and hospital insurance in case of illness or accident, within limitations established in advance by each side;

(iv) interpreters when appropriate for the professional programs of the visitors under Article I, paragraph 1 (a) and (b).

(c) the conditions governing cooperation between higher educational, scholarly and scientific institutions arising from Article I, paragraph 4 of the Program will be established by the participating institutions and organizations themselves.

6. The provisions of the Program may be amended by agreement between the Parties.

7. The Parties agree to hold by the end of 1982 a meeting of their designated representatives to discuss the implementation of the first year of the Program and plans for the second year.

8. For the Government of the United States of America the United States International Communication Agency and the Department of State, for the Government of the Hungarian People's Republic the Ministry of Culture and Education, are designated as executive agencies for the implementation of the Program. These executive agencies will maintain contact through diplomatic channels.

9. The Program shall enter into force on January 1, 1982 and shall remain in force through December 31, 1983.

DONE in duplicate at Washington, D.C. this fourth day of December, 1981 in the English and Hungarian languages, both being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Charles Z. Wick [1]

FOR THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC

Petrán János [2]

[1] Charles Z. Wick.
[2] Petrán János.

ANNEX

Financial provisions of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology between the Government of the United States of America and the Government of the Hungarian People's Republic for 1982 and 1983.

1. For visits of one month or less, specified under Article I, paragraphs 1, 4, 7 and 11, the United States Party will provide a daily allowance of 87 U.S. dollars; the Hungarian Party will provide appropriate free hotel accommodation and a daily allowance of 450 forints.

2. For visits of more than one month specified under Article I, paragraph 2, the United States Party will provide for Hungarian lecturers and researchers a monthly stipend of 1500 U.S. dollars and the internal travel necessary for the successful completion of the approved program; the Hungarian Party will provide for the American lecturers and researchers a monthly stipend of 9000 forints and an appropriate furnished apartment including utilities free of charge, and the internal travel necessary for successful completion of the approved program.

3. For visits specified under Article II, the specific financial conditions will be determined by prior agreement between the agencies concerned.

AZ AMERIKAI EGYESÜLT ÁLLAMOK KORMÁNYA ÉS A MAGYAR NÉPKÖZTÁRSASÁG KORMÁNYA KULTURÁLIS, OKTATÁSI, TUDOMÁNYOS ÉS MŰSZAKI-TUDOMÁNYOS EGYÜTTMŰKÖDÉSI ÉS CSEREPROGRAMJA

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1977. április 6-án Budapesten aláírt kulturális, oktatási, tudományos és műszaki-tudományos egyezménye /a továbbiakban "az Egyezmény"/ V. cikkével összhangban a két kormány /a továbbiakban "a Felek"/ a következő együttműködési és csereprogramot /a továbbiakban "a Program"/ dolgozták ki az 1982. és 1983. évre.

1. CIKK - KULTURA ÉS OKTATÁS

1./ a./

Az amerikai Fél törekedni fog, hogy évente legfeljebb 20 résztvevőt fogadjon - beleértve vezető személyiségeket - egyéni vagy csoportos látogatásra egy-egy hónapos időtartamra, tapasztalatcsere és konzultálás céljából. A szakterületek kijelölése, a csoportos programokra vonatkozó javaslatok és jelölések diplomáciai uton történnek.

b./

A magyar Fél arra törekszi, hogy évente legfeljebb 10 egyéni látogatót fogadjon, beleértve vezető beosztásu személyeket is, legfeljebb egyhónapos időtartamra, tapasztalatcsere és konzultáció céljából.
A szakterületeket és a látogatások időtartamát diplomáciai uton határozzák meg.

2./ a./

A Felek minden tőlük telhetőt megtesznek, hogy évente egy vendégelőadót cseréljenek egy teljes akadémiai évre. A szakterületek és a fogadó egyetemek kijelölésére diplomáciai uton kerüls or a Felek által már kialakitott gyakorlatnak megfelelően. A jelölések minden területre vonatkozhatnak, külön figyelmet forditanak az amerikainisztikai és a hungarológiai tanulmányokra.

2./ b./

A Felek mindent megtesznek annak érdekében, hogy évente egy tudományos kutatót cseréljenek egy teljes akadémiai évre és legfeljebb két további tudományos kutatót 3-tól 6 hónapig terjedő időszakra. A szakterületek és a fogadó intézetek kijelölésére diplomáciai uton kerül sor, a Felek által már kialakitott gyakorlatnak megfelelően.

3./ a./

A Program ideje alatt a Felek törekedni fognak arra, hogy a magyar és amerikai irodalmi alkotások egymás országában történő lefordításáról és kiadásáról kétoldalu szemináriumot rendezzenek. A szemináriumok helyéről, a résztvevők számáról és a pénzügyi feltételekről diplomáciai uton állapodnak meg.

b./

A Felek kezdeményezhetik egyéb közös szemináriumok megrendezését a két ország szakértőinek részvételével, a kölcsönös érdeklődésre számot tartó témákban. Ezekre a szemináriumokra lehetőség szerint felváltva kerülhet sor a két országban. A szemináriumok időpontjában és témájában diplomáciai uton állapodnak meg.

4./ A Felek ösztönzik a két ország felsőoktatási és tudományos intézményeinek kapcsolatait és együttmüködését, a kölcsönös

érdek alapján meghatározott szakterületeken. Ezért arra törekszenek, hogy e kapcsolatok lehetőségeinek tanulmányozására kölcsönösen, legfeljebb négy vezető beosztású képviselőt fogadjanak a másik ország felsőoktatási és tudományos intézményeiből. E látogatások időtartama általában három-négy hétig terjedhet.

5./ A Felek elősegitik a diplomák összehasonlithatóságára és egyenértékűségére vonatkozó konzultációkat és információcserét.

6./ A Felek elősegitik a két ország nagyobb könyvtárai és levéltárai közötti kapcsolatok fejlesztését. A Felek megvizsgálják könyvtárosok cseréjének jövőbeni lehetőségeit.

7./ Az amerikai Fél a magyar Fél kérése alapján legfeljebb három angol nyelvtanárt küld előadások tartására a magyar középiskolák és egyetemek angol szakos tanárai részére szervezett nyári tanfolyamokra.

8./ a./

A Felek elősegitik az Egyezmény I. cikke 2./ a./ bekezdésében meghatározott jellegü kiállitások cseréjét, kölcsönösen elfogadható alapon, beleértve a nagykiállitásokat is, amennyiben igy állapodnak meg. A kiállitások részleteiben, beleértve azok témáját és megrendezésük anyagi feltételeit, diplomaciai uton állapodnak meg.

b./
A Felek ösztönzik a két ország muzeumainak és más megfelelő intézményeinek kapcsolatait, beleértve a művészeti kiadványok cseréjét és egyéb, kölcsönösen elfogadható együttmüködési formákat.

9./ A Felek megvizsgálják filmhetek cseréjének lehetőségét a Program időszaka alatt. A filmhetekkel összefüggésben kölcsönösen elfogadható kisérő rendezvényekre, ugy mint filmművészek találkozóira is sor kerülhet.

10./ A Felek ösztönzik a hivatásos és egyetemi zenei, tánc és szinházi együttesek, valamint előadóművészek látogatásait. A konkrét megegyezésekre megfelelő csatornákon kerül sor.

11./ A Felek megvizsgálják képzőművészeti, zenei, tánc és szinházi szakemberek látogatásainak lehetősgét szakmai tapasztalatcsere és produkciókban való közremüködés céljából.

12./ A Felek elősegitik országaikban azokat a különböző kulturális és tudományos célu látogatásokat és rendezvényeket, amelyek a másik ország nemzeti évfordulóihoz és megemlékezéseihez kapcsolódnak.

II. CIKK - TUDOMÁNYOK ÉS MŰSZAKI TUDOMÁNYOK

1./ a./

A Felek ösztönzik a Magyar Népköztársaság Kulturális Kapcsolatok Intézete /KKI/ és az Amerikai Egyesült Államok Országos Tudományos Alapitványa /NSF/ közötti 1972. julius 7-i Tudományos Együttmüködési Megállapodás végrehajtását, amelyet Dr. Pál Lénárd, a Magyar Tudományos Akadémia /MTA/ főtitkára és Dr. John Slaughter, az NSF igazgatója között 1981. április 10-én és 1981. junius 5-én létrejött levélváltás után módositottak. E levélváltással megállapodtak abban, hogy a módositott KKI-NSF Egyezmény további ápolásáért a Magyar Tudományos Akadémia felelős.

b./

A KKI-NSF Egyezmény 1982. julius 7-én hatályát veszti. Ezt megelőzően az MTA és az NSF uj tudományos és müszaki intézményközi együttmüködési megállapodást kötnek, amely a módositott 1972. évi KKI-NSF Egyezmény helyébe lép. A Felek erőfeszitéseket tesznek a jövőbeni közös tevékenység hatékonyságának javitására.

2./ A Felek ösztönzik a Magyar Tudományos Akadémia és az Amerikai Egyesült Államok Országos Tudományos Akadémiája tudományos együttmüködéséről szóló 1974. junius 1-én kelt, és 1975. szeptember 1-én módositott, meglévő Egyetértési Memorandum végrehajtását.

3./ A Felek ösztönzik a Magyar Egészségügyi Minisztérium és az Egyesült Államok Egészségügyi és Szociális Szolgáltatások Minisztériuma közötti tudományos csereprogram végrehajtását, kölcsönösen elfogadható területeken, évente mindkét részről legfeljebb 12 ember-hónapig terjedően. A Magyar Egészségügyi Minisztérium és az Egyesült Államok Egészségügyi és Szociális Szolgáltatások Minisztériuma várható megállapodásai alapján a Felek ösztönzik projekt-megállapodások létrehozását az egészségügyi tudományok kölcsönösen előnyös, meghatározott területein, hasonlóan a magyar Országos Onkológiai Intézet és az amerikai Országos Rákkutató Intézet 1981. februárjában létrejött megállapodásához. Az ilyen jóváhagyott projekt-megállapodások keretében megvalósuló utazások feltételeit a vonatkozó megállapodások szabályozzák, és azok nem számítanak bele a fent időzett 12 hónapos keretbe.

4./ A Felek ösztönzik az együttműködést a magyar Központi Földtani Hivatal és az Egyesült Államok Földtani Szolgálata között, amely együttműködés évente magyar szakemberek legfeljebb tíz ember-hónapos Egyesült Államok-beli és amerikai szakemberek legfeljebb négy ember-hónapos magyarországi cseréjét foglalja magában, a kölcsönös érdeklődésre számot tartó területeken. További speciális együttműködési projektekről - amelyek járulékos személyek bevonását igényelhetik - külön fognak megállapodni.

5./ A Felek ösztönzik a magyar Közlekedési és Postaügyi Minisztérium és az Amerikai Egyesült Államok Közlekedési Minisztériuma 1978. október 11-i Együttmüködési Memorandumának végrehajtását a közlekedés területén való kutatási együttmüködésről.

6./ A Felek ösztönzik a magyar Mezőgazdasági és Élelmezésügyi Minisztérium és az Egyesült Államok Mezőgazdasági Minisztériuma 1981. május 13-án aláirt Közös Nyilatkozatának végrehajtását.
A jövőbeni személycserék részleteiről a két minisztérium fog megállapodni a Közös Nyilatkozat vonatkozó feltételeinek megfelelően.

7./ A Felek ösztönzik a magyar Országos Mérésügyi Hivatal, valamint más megfelelő magyar intézmények és az Egyesült Államok Országos Mérésügyi Hivatala közötti együttmüködést. Ezen Együttmüködés keretében évente mindkét részről tiz emberhétig terjedő cserét bonyolitanak le kölcsönös érdeklődésre számot tartó szakterületeken.

8./ A Felek ösztönzik a magyar Ipari Minisztérium és az Egyesült Államok Bányászati Hivatala, valamint más potenciálisan érdekelt amerikai intézmények közötti érintkezéseket, a kölcsönös érdeklődésre számot tartó témákban, jövőbeni együttmüködési területek felderitése céljából.

9./ A Felek megvizsgálják tudományos és müszaki-tudományos filmhetek cseréjének lehetőségét a Program időszaka alatt. Mindegyik filmhét magában foglalhat kölcsönösen elfogadható kisérő rendezvényeket is, ugy mint az érintett területek képviselőinek találkozóit. A filmhetek megrendezésében diplomáciai uton állapodnak meg.

10./ A Felek megvizsgálják kétoldalu szemináriumok megrendezésének lehetőségét a Program időszak alatt a kölcsönös érdeklődésre számot tartó tudományos témákban. A szemináriumok tárgyában és más részletekben diplomáciai uton állapodnak meg.

11./ A magyar fél a két ország megfelelő intézményei között további közös tevékenység lehetőségeinek feltárására kéttagu delegációt küld az Egyesült Államokba legfeljebb három hét időtartamra.

12./ A Felek az eddigiekhez hasonlóan elősegitik további közös tevékenység feltárását a két ország érdekelt intézményei és szervezetei között. Az ebből eredő lényeges javaslatokról a Felek diplomáciai uton tájékoztatják egymást.

III. CIKK - ALTALÁNOS RENDELKEZÉSEK

1./ Az ebben foglalt cserék, látogatások és egyéb közös tevékenységek alá vannak vetve a két ország alkotmányos előirásainak, hatályos jogszabályainak és rendelkezéseinek, valamint a rendelkezésre álló pénzügyi alapoknak. E kereten belül mindkét Fél minden tőle telhetőt megtesz annak érdekében, hogy kedvező feltételeket biztositson e cserék, látogatások és egyéb közös tevékenység megvalósitásához az Egyezmény célkitüzéseivel és rendelkezéseivel összhangban.

2./ Ez a Program nem zárja ki a kultura, az oktatás, a tudományok és müszaki tudományok területén müködő érdekelt szervezetek és személyek által kezdeményezett egyéb közös tevékenységet, figyelembe véve, hogy a további cserék, látogatások és közös tevékenység előmozditására diplomáciai uton, vagy a megfelelő szervezetek között létrejött előzetes megállapodás alapján kerül sor.

3./ A Felek kölcsönös megállapodás alapján kezdeményezhetik a Programban foglalt cserék, látogatások és egyéb közös tevékenység számának bővitését.

4./ a./

A Programban foglalt cserékben, látogatásokban és egyéb közös tevékenységben résztvevő személyekre a küldő Fél tesz

jelölést. A Program I. cikke 1/a. és 1/b. pontja alapján azonban a résztvevő személyeket a két Fél által kialakitott gyakorlat szerint határozzák meg és a Feleknek kell jóváhagyniok. A jelölések átadása kölcsönösen elfogadható formában, diplomáciai uton történik, általában három hónappal a tervezett érkezési időpont előtt. A Program I. cikke 2/a. és 2/b. bekezdésében meghatározott vendégelőadók és tudományos kutatók esetében a küldő Fél kilenc hónappal a tervezett érkezési időpont előtt teszi meg a jelöléseket. A fogadó Fél legalább hat hónappal a tervezett érkezési időpont előtt tájékoztatja a küldő Felet az elfogadásról. A többi jelölés esetében a Felek általában egy hónappal a tervezett érkezési időpont előtt adnak tájékoztatást az elfogadásról és legalább két héttel korábban értesitik egymást a pontos érkezési időpontról.

b./
Az 1983. december 31. előtt megkezdett, az I. cikk 2. pontja alá eső tudományos vagy oktatói csereprogram végrehajtását ezen munkaterv feltételei szabályozzák, az adott akadémiai program befejezéséig.

c./
Ezen megállapodás által biztositott egyéb akadémiai cseréken kivül mindkét Fél egy egyetemi előadót cserél öt hónapos időtartamra, 1982 januárjától kezdve, ugyanazon pénzügyi

feltételek mellett mint amelyek az 1982. szeptemberében kezdődő elõadócserére vonatkoznak.

5./ A Programban meghatározott látogatások esetében, kivéve az I. cikk 8/a., 9., 10., 11. bekezdését és a II. cikk 11. bekezdését:

a./ A küldõ Fél gondoskodik a két ország fővárosa /Budapest és Washington, D.C./ közötti oda-vissza utazásról;

b./ A fogadó Fél biztosítja:

1. a látogatók jóváhagyott programjának sikeres teljesítéséhez szükséges belső utazásokat;

2. a helyi tartózkodás költségeit, ezeket a Függelék részletezi, amely a Program szerves részét képezi;

3. orvosi és kórházi ellátást megbetegedés vagy baleset esetén, a Felek által előre meghatározott kereteken belül;

4. tolmácsot az I. cikk 1/a-b. bekezdésében, meghatározott látogatók szakmai programjához, amikor szükséges.

c./ A Program I. cikke 4. bekezdéséből fakadóan felsõoktatási intézmények valamint tudományos intézmények együttmüködését szabályozó feltételeket a résztvevõ intézmények és szervezetek saját maguk határozzák meg.

6./ A Program rendelkezései a Felek megegyezésével módosíthatók.

7./ A Felek megállapodnak, hogy kijelölt képviselőik 1982. végén találkoznak a Program első éves végrehajtásának és a második évre vonatkozó terveknek a megvitatása céljából.

8./ A Magyar Népköztársaság Kormánya részéről a Művelődési Minisztérium, az Amerikai Egyesült Államok részéről a Nemzetközi Kommunikációs Ügynökség és a Külügyminisztérium a Program megvalósítására kijelölt végrehajtó szerv. E végrehajtó szervek a kapcsolatot diplomáciai uton tartják egymással.

9./ A Program 1981. január 1-én lép érvénybe és 1983. december 31-ig marad érvényben.

Készült Washingtonban, 1981. december 4-én
két példányban, magyar és angol nyelven,
mindkettő egyaránt hiteles.

Az Egyesült Államok
Kormánya nevében

A Magyar Népköztársaság
Kormánya nevében

F Ü G G E L É K

A Magyar Népköztársaság Kormánya és az Amerikai Egyesült Államok Kormánya 1982. és 1983. évre szóló Kulturális, Oktatási, Tudományos és Müszaki-Tudományos Együttmüködési és Csereprogramjának pénzügyi rendelkezései

1./ Az I. cikk 1., 4., 7. és 11. bekezdésében meghatározott rövid időtartamu látogatások esetében a magyar Fél megfelelő ingyenes szállodai elhelyezést és napi 450,-Ft ellátmányt, az amerikai Fél napi 87,- US $ ellátmányt biztosit.

2./ Az I. cikk 2. pontjában meghatározott, egy hónapnál hosszabb látogatások esetén az amerikai Fél a magyar előadók és kutatók részére 1500,- US $ havi ösztöndijat és a jóváhagyott program sikeres végrehajtásához szükséges belső utaztatást biztositja. A magyar Fél az amerikai előadók és kutatók részére havonta 9000,- Ft-os ösztöndijat és dijmentesen megfelelő butorozott lakást, beleértve ingyenes szolgáltatásokat is, valamint a jóváhagyott program sikeres teljesitéséhez szükséges belső utazást biztositja.

3./ A II. cikkben meghatározott látogatások esetében a sajátos pénzügyi feltételeket az érintett országos hatáskörü szervek előzetes megállapodás alapján határozzák meg.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-360

10308

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10308

TELECOMMUNICATIONS

Alien Amateur Radio Operators

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DEPOSITORY 328

Agreement Between the
UNITED STATES OF AMERICA
and ITALY

Effected by Exchange of Notes
Dated at Rome July 28 and August 28, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ITALY

Telecommunications: Alien Amateur Radio Operators

Agreement effected by exchange of notes
Dated at Rome July 28 and August 28, 1981;
Entered into force August 28, 1981.

The American Embassy to the Italian Ministry of Foreign Affairs

No. 399

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and has the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Italy relating to the possibility of concluding an agreement between the two governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations. [1] Pursuant to Sections 303 (L) (3) and 310 (C) of the Communications Act of 1934 as amended (47 U.S.C. 303 (L) (3), 310 (C), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. A citizen who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

[1] Done Dec. 21, 1959. TIAS 4893; 12 UST 2633.

2. The citizen who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the rights of cancellation at the convenience of the issuing Government at any time.

It is suggested that this Note and your reply Note indicating the concurrence of the Government of Italy be considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of your reply Note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Embassy of the United States takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Rome, July 28, 1981

The Italian Ministry of Foreign Affairs to the American Embassy

Ministero degli Affari Esteri

0732 12457

28 AGO 1961

NOTA VERBALE

Il Ministero degli Affari Esteri, con riferimento alle conversazioni intercorse in merito alla conclusione di una intesa tra i due Governi che sancisca la reciprocità di trattamento per i radio-amatori nei due Paesi, ha l'onore di confermare il proprio accordo sul contenuto della Nota Verbale di codesta Ambasciata n. 399 del 20 luglio 1961 che qui di seguito si trascrive:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and has the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Italy relating to the possibility of concluding an agreement between the two governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations. Pursuant to Sections 303 (L) (3) and 310 (C) of the Communications Act of 1934 as amended (47 U.S.C. 303 (L) (3), 310 (C), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

All'Ambasciata degli
STATI UNITI D'AMERICA

ROMA

1. A citizen who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The citizen who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the rights of cancellation at the convenience of the issuing Government at any time.

It is suggested that this Note and your reply Note indicating the concurrence of the Government of Italy be considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of your reply Note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate".

Il Ministero degli Affari Esteri concorda nel ritenere che il presente scambio di Note costituisce un accordo tra i due Governi che entra in vigore in data odierna e che potrà essere denunciato da ciascuno dei due Paesi con un preavviso di sei mesi.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata degli Stati Uniti d'America i sensi della sua più alta considerazione.

MINISTERO DEGLI AFFARI ESTERI

TRANSLATION

The Ministry of Foreign Affairs

No. 073/12457 August 28, 1981

Note Verbale

The Ministry of Foreign Affairs, in reference to conversations relating to the conclusion of an agreement between the two governments authorizing reciprocal treatment for amateur radio operators in the two countries, has the honor to confirm its agreement with the text of the Embassy's note verbale No. 399 of July 28, 1981, transcribed below:

[For text of the U.S. letter, see pp. 2-3.]

The Ministry of Foreign Affairs agrees to consider that this exchange of notes shall constitute an agreement between the two governments that shall enter into force on this date and may be terminated by either of the two countries upon six months' notice.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[Initialed]

[Seal]

Embassy of the United States
of America,
Rome.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-361

10310

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10310

NARCOTIC DRUGS

Additional Cooperative Arrangements to Curb Illegal Traffic

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Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
June 2, 1977, as Amended and Extended

Effected by Exchange of Letters
Signed at Mexico December 4, 1981

S.9.10:

READEX FICHE best copy available

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico December 4, 1981;
Entered into force December 4, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

December 4, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended eleven times thereafter. [1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-six million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $26,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute, therefor, the phrase "Twenty-seven million, five hundred and ninety-six thousand, two hundred and thirty-five dollars ($27,596,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

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[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; 32 UST; 33 UST.

The Mexican Attorney General to the American Ambassador

FORMA C.G. 1.A.

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., diciembre 4 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,000,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en once ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintiseis Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $26,596,235)," en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintisiete Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $27,596,235)."

.2

TOS

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., December 4, 1981

His Excellency John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Excellency:

I am pleased to reply to your note of today's date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico accepts the terms of the note transcribed above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-363

10311

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10311

DEFENSE

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International Military Education and Training (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and ANTIGUA AND BARBUDA

Effected by Exchange of Notes
Dated at St. John's December 7 and 10, 1981

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ANTIGUA AND BARBUDA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at St. John's December 7 and 10, 1981;
Entered into force December 10, 1981.

The American Consulate General to the Antigua and Barbuda Ministry of Foreign Affairs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

No. 3

ST. JOHN'S, *December 7, 1981*

EXCELLENCY:

The Consulate General of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Antigua and Barbuda and has the honor to refer to certain requirements of United States law concerning the provision of training related to Defense Articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to Defense Articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

a. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training to anyone not an officer, employee, or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government:

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Antigua and Barbuda may include training related to Defense Articles with respect to which the agreement of the Government of Antigua and Barbuda to observe the foregoing conditions is required, the Consulate General of the United States of America has the honor to propose that this Note, together with the Note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Antigua and Barbuda, shall constitute an Agreement between the two governments on this subject, to be effective from the date of the Ministry's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

P J B

His Excellency
LESTER B. BIRD,
Minister of Foreign Affairs,
Antigua and Barbuda.

The Antigua and Barbuda Ministry of Foreign Affairs to the American Consulate General

Ministry of Foreign Affairs,
St. John's,

December 10, 1981

No. 1

Excellency:

The Government of Antigua and Barbuda presents its compliments to the Consulate-General of the United States of America and has the honour to refer to your Note of December 7th, 1981 regarding the conditions required by United States law before International Military and Education Programmes (IMET) can be furnished.

The Government of Antigua and Barbuda wishes to advise that the conditions, set out in your Note, are acceptable.

Please accept assurances of my highest consideration.

Mr. Paul J. Byrnes,
Consul-General,
Consulate-General,
of the
United States of America.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-364

10312

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10312

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

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Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the POLISH PEOPLE'S REPUBLIC

Signed at Washington December 11, 1981

S9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

POLISH PEOPLE'S REPUBLIC

Scientific and Technological Cooperation

Memorandum of understanding signed at Washington
December 11, 1981;
Entered into force December 11, 1981.

MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE POLISH ACADEMY OF SCIENCES OF THE POLISH PEOPLE'S REPUBLIC

The National Science Foundation of the United States of America and the Polish Academy of Sciences of the Polish People's Republic, hereinafter referred to as "the Parties", recognizing that the administration of the Program of Scientific Cooperation conducted under the Memorandum of Understanding of September 20, 1973,[1] has been satisfactory and beneficial to both organizations, and desiring to continue this mutually beneficial cooperation,

HAVE AGREED as follows;

ARTICLE I General Provisions

This Memorandum of Understanding is subject to the general principles accepted by both Governments in the Agreement on Cooperation in Science and Technology signed October 31, 1972,[2] and to the internal regulations currently in force in both organizations.

[1] Not printed.
[2] TIAS 7565; 24 UST 465.

ARTICLE II. PRINCIPLES

1. The aim of this Memorandum is to encourage and increase cooperative scientific activities between scientists, engineers, scholars, and institutions of research and higher learning of the two countries; to provide opportunities for the exchange of information, ideas, skills, and techniques; to attack problems of common interest; and to utilize facilities and equipment available to both countries for scientific research.

2. The scope of the cooperation will cover all branches of science and technology, including basic and applied aspects of the natural sciences and mathematics, the engineering sciences, and the social sciences, but excluding research topics in the clinical medical sciences, business administration, and education. To initiate the Program, the Parties will identify specific areas for cooperation. Other areas may be determined by mutual agreement in the future.

3. Nothing in this Memorandum shall affect existing or preclude future agreements and other arrangements between agencies or organizations of the two countries in the fields of science and technology.

4. The Program under this Memorandum shall encourage and support exchange of scientists and cooperative scientific activities. The Program shall consist primarily of three program elements: Cooperative Research, Joint Seminars and Workshops, and Individual Scientific Visits. Other activities may be added by mutual agreement.

5. The Program under this Memorandum shall be subject to the laws and regulations of the two countries.

6. Obligations assumed by the Parties are subject to the availability of funds. Each side will share in the effort and the cost of each activity within the Program. This provision does not require, however, any precise matching of funds, manpower, or facilities in any given activity.

7. The National Science Foundation will be responsible for coordinating all American participation under this Memorandum, and the Polish Academy of Sciences will be responsible for coordinating all Polish participation. Both Parties will use their best efforts to involve universities, research institutions, and other appropriate scientific entities in the activities sponsored under this Program.

8. Results and information derived from an activity under this Program shall be made available through customary channels in accordance with normal scientific procedures. This provision shall be implemented with due regard for existing proprietary rights and existing or imminent patents rights as specified in Annex I to this Memorandum.

ARTICLE III. CONDUCT AND ADMINISTRATION OF THE PROGRAM

Conditions for the conduct and administration of the Program under this Memorandum, including responsibilities, procedures, and financial arrangements, are set forth in Annex II to the Memorandum.

ARTICLE IV. JOINT REVIEW OF THE PROGRAM

Representatives of the Parties will meet periodically in Washington and Warsaw as necessary, but not less than once a year, to evaluate the results of the activities under this Memorandum, to consider modifications of the Program, to communicate information about new scientific priorities within their respective countries, and to exchange information on budgets and other administrative matters.

ARTICLE V. ENTRY INTO FORCE, TERMINATION, MODIFICATION

1. This Memorandum will enter into force upon signature by the duly authorized representatives of both Parties, and will remain in effect for a period of five years from the date of signature. Either Party may terminate the Memorandum at any time after giving written notice at least six months in advance of such termination.

2. The Parties may, by mutual consent in writing, modify this Memorandum and the Annexes thereto. They may renew it for an additional period of five years by an exchange of letters. Expiration, termination, or modification of this Memorandum will not by itself affect previously approved activities.

3. This Memorandum of Understanding replaces the Memorandum of Understanding On Scientific and Technical Cooperation between the National Science Foundation and the Polish Academy of Sciences signed September 20, 1973 and renewed June 18,1976.

SIGNED, at Washington, D.C. this 11th day of December 1981, in two original copies in English.

FOR THE
NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA

Donald N. Langenberg [1]

FOR THE
POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

[2]

[1] Donald N. Langenberg.
[2] Zdzislaw Kaczmarek.

ANNEX I

PATENT RIGHTS RELATED TO ACTIVITIES UNDER THE MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OFTHE UNITED STATES OF AMERICA AND THE POLISH ACADEMY OF SCIENCES OF THE POLISH PEOPLE'S REPUBLIC

With respect to rights in inventions conceived or first reduced to practice during the course of any project or any other activity conducted under this Memorandum (hereinafter referred to as "subject inventions"), the Parties agree to the following principles as guidelines in the equitable allocation of rights between the two sides.

1. With respect to any subject invention which is or may be patentable, jointly conceived or first reduced to practice by collaborating participants of both countries in the course of any activity carried out under this Memorandum, the Parties agree (i) that each of the Parties will have the right to control the disposition of all rights in the subject invention within its own territory, and the other Party agrees to take such steps as are necessary to assure that such Party receives such sole right, and (ii) that either Party or its designee may seek to obtain patents in third countries. Whenever a patent application is filed in a third country, the other Party shall be notified as soon as possible (but in any case not more than one year after the filing) and such other Party shall upon request made within one year after such notice is given, be granted, at a minimum,

an irrevocable, royalty-free, non-exclusive license (subject to an agreement for reimbursing costs, as described below), with rights to sublicense, to practice the subject invention in the third country; provided, that the requesting Party must agree to reimburse the applicant for patent for one-half of the costs incurred and that may be incurred in the future for filing, prosecuting and maintaining the patent application of patents resulting therefrom in the third country.

2. With respect to a subject invention which was conceived or first reduced to practice by a participant of one country during the course of a visit to the other country, the Party of the inventing participant shall own the invention, or dispose of it in accordance with its own laws and procedures, except that it agrees that the host Party shall have a royalty-free, nonexclusive, irrevocable license with the right to sublicense, to practice any such subject invention within the territory of the host Party.

3. The fact that rights in a subject invention are conferred on either Party in accordance with this Memorandum is not meant to give the Party rights in any other inventions that are not subject inventions.

4. Where particular results derived from any activity under this Program may be subject to copyright protection, each Party may in accordance with its own laws and procedures hold or assign copyright in its own territory subject to an irrevocable, royalty-free and nonexclusive license to the other Party to publish, copy, translate and perform such results. Any such copyrighted work shall indicate

the names of all persons who participated in the joint work. Either Party may seek rights in third countries upon timely written notification to the other Party.

5. Each Party is responsible for payment of such awards or compensation that may be required to be paid to its own nationals or others according to its own laws and procedures.

ANNEX II

IMPLEMENTING CONDITIONS FOR THE MEMORANDUM OF UNDERSTANDING
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

SECTION I. INTRODUCTION

In accordance with Article III of the cited Memorandum the National Science Foundation (NSF) and the Polish Academy of Sciences (PAN) agree upon the following conditions for the conduct and administration of the Program of Scientific and Technological Cooperation established between them.

SECTION II. CONDUCT OF THE PROGRAM

1. The Parties to the cited Memorandum will be responsible jointly for direct transaction of all matters of Program policy and for the overall coordination of the Program. Each Party shall designate a Program Officer who shall be the principal point of contact for the other Party in the conduct of the business of the Program.

2. The Parties shall receive, evaluate for merit, and insure conformance with the provisions of this Memorandum proposals and applications originating from scientists of their respective sides.

Proposed activities may be incorporated into the Program only upon approval of the Parties to this Memorandum.

3. The Parties will seek to facilitate, through collaboration with appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from their respective national territories of personnel, and to waive the custom duties on equipment and supplies required to carry out an approved activity according to the laws and regulations of each country.

SECTION III. ACTIVITIES OF THE PROGRAM

1. Projects of Cooperative Research will be designed jointly by interested scientists of both countries. Written proposals, based on understandings reached between cooperating scientists, will be submitted by the scientists' institutions to the appropriate national Party, NSF or PAN, for evaluation and determination. The proposal should include a description of the scientific project, the nature of the cooperative activities to be undertaken, a list of the principal participants with biographical and bibliographical data, a budget showing the expected costs, the proposed starting date, and the proposed duration. The proposal shall be submitted as far as possible in advance of the proposed starting date, but at least nine months in advance.

2. Joint Workshops/Seminars will be research-oriented and usually focused on only one topic. They may be held in either country, will normally be limited to about five to ten participants from each country, and will typically be three to five days in duration, and may

include related scientific visits.
Written proposals for seminars should be prepared jointly by scientists or institutions of each country and six copies each submitted to NSF and PAN for evaluation at least six months before the proposed meeting date.

3. Scientific Visits of short duration, usually one month or less, may be made by scientists of one country to the other, to consult, share research experiences, and plan cooperative activities with their scientific colleagues. A written application or proposal outlining the purpose and other details of the intended visit will be prepared by the interested scientist and submitted to the Party in his country for evaluation and determination.

4. The initial emphasis of the Program will be upon workshops and seminars in the research areas preselected by the Parties.

SECTION IV. PROCEDURES

1. Scientists of either country may initiate correspondence or other communication with colleagues of the other country to determine possible interest in developing a cooperative project or other activity. In appropriate cases, NSF or PAN may assist in the identification of specialists of its own country who might have particular research interests sought by a requesting institution on behalf of interested scientists.

2. An application or proposal will be initiated by an interested scientist as set forth in Section III of this Annex, and will be

submitted to the Party in his country in accordance with its established requirements and procedures. The Party will evaluate the application, determine if funding is available, and exchange pertinent information with the other Party, and reach agreement on proposals and applications to be approved.

3. Final agreement on a scientific project, activity, or set of activities or program will be established by an exchange of letters between the Parties. Each such letter will identify the proposed project, activity, or program by title and names of principal cooperating scientists of both sides, and will include an estimate of funds to be allocated by its side to the given project, activity, or program for the period proposed, and the desired duration and starting date.

4. The Parties agree to take all appropriate and neccessary internal measures to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal signed by the authorities of each institution and as formally agreed upon in writing by the Parties.

5. Communications dealing with development, implementation, and performance of the proposed or approved activities should be conducted directly between the proposing or cooperating institutions, i.e., the universities and research institutes.

6. Scientists and their institutions whose proposals or applications have been approved for the Program will be responsible for the performance of the approved activity and for the proper use of

funds. Scientists of each side will be responsible for reporting on the status and progress of their activity through established channels in their country.

SECTION V. FINANCIAL PROVISIONS

1. For all activities under this Program, each side will support the basic costs of the activity within its own territory. This may include, for example, the salaries of its own scientists, technicians, and other support staff, and the cost of domestic travel, supplies, and equipment, including time charges for equipment use.

2. When an exchange of personnel takes place, the receiving side shall additionally provide, or meet the expense of, the following needs of each foreign visitor: lodging, subsistence, domestic transportation connected with the visitor's scientific objectives, and medical and hospital coverage in case of sickness or accident within limits established in Annex III to this Memorandum. Lodging to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents. The receiving side shall provide subsistence and other allowances at rates established in Annex III to the Memorandum.

3. The NSF and the PAN agree to review, on an annual basis, the subsistence allowances provided to American and Polish visiting scientists under this Memorandum and to make any necessary adjustments. Determination of these adjustments will be based upon data provided by the United Nations Monthly Bulletin Statistics.

4. When an exchange of personnel takes place, the sending side shall provide or meet the expenses of the salary and international travel of its own participants.

5. For cooperative projects, joint seminars, and scientific visits, the sending side shall provide round-trip travel for its own participants to the first point of entry in the receiving country.

ANNEX III

SUBSISTENCE AND OTHER ALLOWANCES TO BE SUPPLIED
BY RECEIVING SIDE FOR SUPPORT OF VISITING SCIENTISTS
PARTICIPATING IN PROGRAM OF
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

The National Science Foundation and the Polish Academy of Sciences agree to provide, or meet the expenses of, the following needs of foreign scientists visiting their countries under terms of the Program of Scientific and Technological Cooperation established between them:

(1) lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying family, and

(2) subsistence allowance at rates not less than the following:

	In Poland	In U.S.A.
A. Visits of one month or less, per day:	Zloty 900	$ 30
B. Visits longer than one month, per month:		
For the visiting scientist	Zloty 21,000	$ 700
For the accompanying spouse *	Zloty 4,500	$ 150
For each accompanying child *	Zloty 2,250	$ 75

The above sums will be paid to the visiting scientist commencing with his first day in the receiving country under the terms of this cooperative Program. The allowance herein provided shall be the net amount received by the visiting scientist, and the taxes on this and other allowances for which the visiting scientist may be liable in the receiving country will be matched by a corresponding increase in funds provided him by the receiving side.

Sickness and accident coverage shall be provided by each side at the following limits:

Medical Expense Accident and Sickness	Zloty 60,000	$2,000
Preparation and Transportation of Remains	Zloty 60,000	$2,000

* For dependents remaining with the foreign visitor in the receiving country for a period of five months or more. [Footnote in the original.]

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—23-365

10313

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10313

OCEANOGRAPHY

Cooperation in Studies of the World Ocean

Agreement Between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET
SOCIALIST REPUBLICS

Extending the Agreement of
June 19, 1973, as Amended
and Extended

Effected by Exchange of Notes
Dated at Moscow December 14 and 15, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNION OF SOVIET SOCIALIST REPUBLICS

Oceanography: Cooperation in Studies of the World Ocean

Agreement extending the agreement of June 19, 1973, as amended and extended.
Effected by exchange of notes
Dated at Moscow December 14 and 15, 1981;
Entered into force December 15, 1981.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. MFA/263/81

The Embassy of the United States of America calls the attention of the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in Studies of the World Ocean of June 19, 1973, which was extended by mutual agreement on June 19, 1978 and on December 15, 1978,[1] and expires December 15, 1981. The provisions of Article 8, Paragraph 1 state: "This Agreement shall remain in force until December 15, 1981. It may be modified or extended by mutual agreement of the parties."

The U. S. side proposes that the Agreement be extended until December 15, 1984.

If the foregoing is acceptable to the Soviet side, the U. S. side proposes that this note and the Ministry's confirmation constitute an agreement between the two parties for this purpose.

Embassy of the United States of America,
Moscow, U. S. S. R., December 14, 1981

[1] TIAS 7651, 9008, 9349; 24 UST 1452; 29 UST 3226; 30 UST 2504.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 73/оспа

Министерство Иностранных Дел Союза Советских Социалистических Республик подтверждает получение ноты Посольства Соединенных Штатов Америки № МеА 263/81 от 14 декабря 1981 года следующего содержания:

"Посольство Соединенных Штатов Америки обращает внимание Министерства Иностранных Дел Союза Советских Социалистических Республик на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области исследования Мирового океана от 19 июня 1973 года, которое было продлено по взаимному согласию 19 июня 1978 года и 15 декабря 1978 года и истекает 15 декабря 1981 года. Положения пункта 1 статьи 8 гласят: "Настоящее Соглашение будет оставаться в силе до 15 декабря 1981 года. Оно может быть изменено или продлено по взаимному согласию сторон".

Американская сторона предлагает продлить Соглашение до 15 декабря 1984 года.

Если вышеизложенное приемлемо для советской стороны, то американская сторона предлагает, чтобы эта нота и подтверждение Министерства явились Соглашением между двумя сторонами для этой цели."

Министерство Иностранных Дел Союза Советских Социалистических Республик сообщает о согласии советской стороны с предложением, содержащимся в упомянутой ноте Посольства Соединенных Штатов Америки, и исходит из того, что нота Посольства и настоящий ответ на нее составляют Соглашение между сторонами по этому вопросу.

Москва, 15 декабря 1981 года

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 73/dusa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics confirms receipt of note No. MFA/263/81 of the Embassy of the United States of America, dated December 14, 1981, which reads as follows:

[For the English language text, see p. 2.]

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics advises that the Soviet side is in agreement with the proposal contained in the aforementioned note of the Embassy of the United States of America and considers that the Embassy's note and this reply to it constitute an Agreement between the sides on this matter.

Moscow, December 15, 1981

[SEAL]

Embassy of the
United States of America,
Moscow

10314

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10314

INTERNATIONAL HEALTH REGULATIONS

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Additional Regulations Amending
the Regulations of July 25, 1961,
as Amended

Adopted by the Thirty-fourth
World Health Assembly at
Geneva May 20, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

International Health Regulations: Additional Regulations Amending the Regulations of July 25, 1961, as Amended

Adopted by the Thirty-fourth World Health Assembly at Geneva May 20, 1981;
Entered into force January 1, 1982.

THIRTY-FOURTH WORLD HEALTH ASSEMBLY..... WHA34.13

20 MAY 1981

AMENDMENT OF THE INTERNATIONAL HEALTH REGULATIONS (1969)

The Thirty-fourth World Health Assembly,

Recalling resolution WHA33.3, which declares solemnly that the world and all its peoples have won freedom from smallpox;

Considering that, in consequence, the time has come for smallpox no longer to be included among the diseases subject to the International Health Regulations (1969), as amended by the Additional Regulations adopted on 23 May 1973; [1] *

Recalling the amendments relating to Articles 18, 19, paragraph 2(e), and 47, paragraph 2, kept in abeyance in accordance with resolution WHA27.45; [2]

Having examined the report forwarded to it by the Executive Board at its sixty-seventh session;

Having regard to Articles 2(k), 21(a) and 22 of the Constitution;**

1. DECIDES that smallpox shall no longer be included among the diseases subject to the International Health Regulations (1969), as amended by the Additional Regulations adopted on 23 May 1973;

2. INCLUDES smallpox among the diseases under international surveillance in accordance with resolution WHA22.47, the provisions of which apply in view of the global eradication of smallpox;

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*TIAS 7026, 7786; 21 UST 3003; 25 UST 197.

** Done July 22, 1946. TIAS 1808; 62 Stat. 2681; 4 Bevans 121. [Footnotes added by the Department of State.]

[1] International Health Regulations (1969), second annotated edition, Geneva, World Health Organization, 1974.

[2] WHO Official Records, No. 217, 1974, pp. 21, 71 and 81.

3. ADOPTS, this twentieth day of May 1981, the following Additional Regulations:

ARTICLE I

The International Health Regulations (1969) are amended as follows:

PART I—DEFINITIONS

Article 1

"diseases subject to the Regulations". Delete the words "smallpox, including variola minor (alastrim)", so that the definition reads as follows:

"'diseases subject to the Regulations' (quarantinable diseases) means cholera, including cholera due to the eltor vibrio, plague, and yellow fever;"

PART II—NOTIFICATIONS AND EPIDEMIOLOGICAL INFORMATION

Article 7

Paragraph 2, subparagraph (a). Delete the word "smallpox", so that the subparagraph reads as follows:

"(a) in the case of plague or cholera, a period of time equal to at least twice the incubation period of the disease, as hereinafter provided, has elapsed since the last case identified has died, recovered or been isolated, and there is no epidemiological evidence of spread of that disease to any contiguous area;"

PART III—HEALTH ORGANIZATION

Article 18

Delete, and renumber Article 19 and succeeding articles throughout the Regulations.

Article 19

Paragraph 2, subparagraph (e). Delete the words "for vaccination against smallpox, and facilities within the airport" and "cholera and", so that the subparagraph reads as follows:

"(e) facilities within the airport or available to it for vaccination against yellow fever."

PART IV—HEALTH MEASURES AND PROCEDURE

Chapter V—Measures concerning the International Transport of Cargo, Goods, Baggage, and Mail.

Article 47

Paragraph 2. Delete the words "Apart from the measures provided for in Article 64," so that the paragraph reads as follows:

"2. Goods, other than live animals, in transit without transshipment shall not be subject to health measures or detained at any port, airport, or frontier."

PART V—SPECIAL PROVISIONS RELATING TO EACH OF THE DISEASES SUBJECT TO THE REGULATIONS

Chapter IV—Smallpox

Delete, and renumber Article 83 and succeeding articles accordingly, throughout the Regulations.

PART VI—HEALTH DOCUMENTS

Appendix 3—International Certificate of Vaccination or Revaccination against Smallpox.

Delete, and renumber Appendices 4 and 5 accordingly, throughout the Regulations.

Appendix 4—Maritime Declaration of Health

Health questions, No. 1. Delete the word "smallpox" so that the question reads as follows:

"1. Has there been on board during the voyage* any case or suspected case of plague, cholera, or yellow fever? Give particulars in Schedule."

ARTICLE II

The period provided, in the execution of Article 22 of the Constitution of the Organization, for rejection or reservation shall be six months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

ARTICLE III

These Additional Regulations shall come into force on the first day of January 1982.

ARTICLE IV

The following final provisions of the International Health Regulations (1969) shall apply to these Additional Regulations: paragraph 3 of Article 94; paragraphs 1 and 2 and the first sentence of paragraph 5 of Article 95; Article 96; Article 97, substituting the date mentioned in Article III of these Additional Regulations for that mentioned therein; and Articles 98 to 101 inclusive.

*If more than four weeks have elapsed since the voyage began, it will suffice to give particulars for the last four weeks. [Footnote unchanged.]

IN FAITH WHEREOF we have set our hands at Geneva this twentieth day of May 1981.

DR. M. VIOLAKI-PARASKEVA

President of the
Thirty-fourth World Health Assembly

H. MAHLER, M.D.

Director-General of the
World Health Organization

(adopted at the Fourteenth plenary meeting, 20 May 1981—A34/VR/14)

Certificate

The above constitutes a true copy of resolution WHA34.13 amending the International Health Regulations (1969)

Claude-Henri Vignes
Director, Legal Division

WORLD HEALTH ORGANIZATION LEGAL COUNSEL · CONSEILLER JURIDIQUE ORGANISATION MONDIALE DE LA SANTÉ

TRENTE-QUATRIEME ASSEMBLEE MONDIALE DE LA SANTE.. WHA34.13

20 MAI 1981

AMENDEMENTS AU REGLEMENT SANITAIRE INTERNATIONAL (1969)

La Trente -Quatrième Assemblée mondiale de la Santé,

Rappelant la résolution WHA33.3, qui déclare solennellement que tous les peuples du monde sont désormais libérés de la variole;

Estimant qu'en conséquence le moment est venu de ne plus faire figurer la variole parmi les maladies soumises au Règlement sanitaire international (1969), amendé par le Règlement additionnel adopté le 23 mai 1973;[1]

Rappelant les amendements relatifs aux articles 18, 19, paragraphe 2 e), et 47, paragraphe 2, laissés en suspens conformément à la résolution WHA27.45;[2]

Ayant examiné le rapport que le Conseil exécutif lui a transmis à sa soixante-septième session;

Vu les articles 2 k), 21 a) et 22 de la Constitution;

1. DECIDE que la variole ne devra plus figurer parmi les maladies soumises au Règlement sanitaire international (1969), amendé par le Règlement additionnel adopté le 23 mai 1973;

2. INCLUT la variole dans les maladies sous surveillance internationale, conformément à la résolution WHA22.47, dont les dispositions sont applicables compte tenu de l'éradication mondiale de la variole;

3. ADOPTE, le 20 mai 1981, le Réglement additionnel suivant;

ARTICLE I

Le Règlement sanitaire international (1969) est modifié comme suit:

TITREI—DEFINITIONS

Article 1

"maladies soumises au Règlement". Supprimer le membre de phrase: "la variole, y compris la variole mineure (alastrim)", de manière que la définition soit libellée comme suit:

"'maladies soumises au Règlement' (maladies quarantenaires) désigne le choléra, y compris le choléra eltor, la fièvre juane la peste;"

[1] Règlement sanitaire international (1969), deuxième édition annotée, Genève, Organisation mondiale de la Santé, 1974.

[2] OMS, Actes officiels, No. 217, 1974, pp. 21, 71 et 81.

TITRE II—NOTIFICATIONS ET RENSEIGNEMENTS EPIDEMIOLOGIQUES

Article 7

Paragraphe 2, lettre a). Supprimer le terme "variole", de manière que l'alinéa soit ainsi libellé:

"a) en cas de peste ou de choléra, il s'est écoulé, après le décès, la guérison ou l'isolement du dernier cas constaté, un laps de temps ou moins égal au double de la période d'incubation telle que déterminée dans le présent Règlement, et que n'existent pas de signes épidémiologiques d'extension de la maladie à une zone contiguë";

TITRE III—ORGANISATION SANITAIRE

Article 18

Supprimer l'article 18 et renuméroter en conséquence les articles 19 et suivants jusqu'à la fin du Règlement.

Article 19

Paragraphe 2, lettre e). Supprimer les passages suivants: "pour la vaccination contre la variole à l'intérieur de l'aéroport et", "des moyens nécessaires" et "contre le choléra et", de manière que l'alinéa soit ansi libellé:

"e) des moyens nècessaires, soit à l'intérieur soit à l'extérieur de l'aéroport, pour la vaccination contre la fièvre jaune".

TITRE IV—MESURES ET FORMALITES SANITAIRES

Chapitre V—Mesures concernant le transport international des cargaisons, des marchandises, des bagages et du courrier.

Article 47

Paragraphe 2. Supprimer le membre de phrase: "Sous réserve des measures prévues à l'article 64,", de manière que le paragraphe soit ainsi libellé:

"2. Les marchandises, autres que les animaux vivants, qui passent en transit sans transbordement ne sont soumises à aucune mesure sanitaire ni retenues aux ports, aéroports ou staions frontières."

TITRE V—DISPOSITIONS PROPRES A CHACUNE DES MALADIES SOUMISES AU REGLEMENT

Chapitre IV—Variole

Supprimer le chapitre IV et renuméroter en conséquence les articles 83 et suivants jusqu' à la fin du Règlement.

TITRE VI—DOCUMENTS SANITAIRES

Appendice 3—Certificat international de vaccination ou de revaccination contre la variole

Supprimer l'appendice 3 et renuméroter les appendices 4 et 5 en conséquence, dans tout le Règlement.

Appendice 4—Déclaration maritime de anté

Questionnaire de santé, question No. 1. Supprimer le terme "variole", dé manière que la question soit ainsi libellée :

"1. Y a-t-il eu à bord, en cours de voyage,* un cas (ou une présomption) de peste, de choléra ou de fièvre jaune? Donner les détails dans le tableau."

ARTICLE II

Le délai prévu conformément à l'article 22 de la Constitution de l'Organisation pour formuler tout refus ou réserve est de six mois à compter de la date de notification, par le Directeur général, de l'adoption du présent Règlement additionnel par l'Assemblée mondiale de la Santé.

ARTICLE III

Ce Règlement additionnel entrera en vigueur le premier jour de janvier 1982.

ARTICLE IV

Les dispositions finales suivantes du Règlement sanitaire international (1969) s'appliqueront à ce Règlement additionnel: paragraphe 3 de l'article 94; paragraphes 1 et 2 et première phrase du paragraphe 5 de l'article 95; article 96; article 97, en remplacant la date d'entrée en vigueur par celle qui est mentionnée à l'article III de ce Règlement additionnel; et articles 98 à 101 inclus.

---

*S'il s'est écoulé plus quatre semaines depuis le début du voyage, il suffira de donner des renseignements pour les quatre dernières semaines. [Note de bas de page inchangée].

EN FOI DE QUOI, nous avons apposé nos signatures à Genève ce 20 mai 1981.

DR M. VIOLAKI-PARASKEVA

Président de la Trente-Quatrième Assemblée mondiale de la Santé

DR H. MAHLER

Directeur général de l'Organisation mondiale de la Santé

(adoptée à la quatorzième séance plénière, 20 mai 1981—A34/VR/14)

Copie certifiée conforme de la
résolution WHA34.13 amendant le
Règlement sanitaire international (1969)

Claude-Henri Vignes
Directeur de la Division juridique

WORLD HEALTH ORGANIZATION LEGAL COUNSEL · CONSEILLER JURIDIQUE ORGANISATION MONDIALE DE LA SANTÉ

TIAS 10314
U.S. GOVERNMENT PRINTING OFFICE : 1983 O-23-367

10315

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10315

DEFENSE

Security of Military Information

Agreement Between the
UNITED STATES OF AMERICA
and COLOMBIA

Effected by Exchange of Notes
Signed at Bogota December 16, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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COLOMBIA

Defense: Security of Military Information

Agreement effected by exchange of notes
Signed at Bogota December 16, 1981;
Entered into force December 16, 1981.

The American Chargé d'Affaires ad interim to the Colombian Minister of Defense

No. 957 Bogotá, December 16, 1981

Dear Mr. Minister:

The Charge d'Affaires, a.i., of the United States of America, presents his compliments to His Excellency the Minister of Defense of the Republic of Colombia, and has the honor to propose the conclusion, by exchange of notes, of the following Agreement respecting the General Security of Information:

"The Government of the United States of America and the Government of the Republic of Colombia, duly represented by the Charge d'Affaires, ad interim, of the United States of America in Bogota and the Minister of Defense of the Republic of Colombia, recognizing the longstanding friendship between our two governments and seeking to promote mutual military cooperation, have entered into this Agreement governing the protection of classified information communicated directly or indirectly between our two governments:

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

His Excellency
General Luis Carlos Camacho Leyva
Minister of Defense of the Republic of Colombia
Bogota, D. E.

a. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

b. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

c. The recipient government will not use the information for other than the purpose for which it was given; and

d. The recipient will respect private rights such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this Agreement, classified military information is that official military information which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security

authority. This embraces any classified information, be it oral, visual, or in the form of material. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters; as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and application of the foregoing principles shall be the subject of

such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information provided to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating country has been lost or disclosed to unauthorized persons. The responsible government agency of the originating country will without delay be fully advised of such occurrences and of the final findings and corrective action taken to preclude recurrences.

8. a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under contract

is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information, in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information, in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor, and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement."

If the foregoing is agreeable to His Excellency the Minister of Defense of the Republic of Colombia, the undersigned proposes that this note, together with His Excellency's reply to that effect shall constitute a General Security of Information Agreement between the Republic of Colombia and the United States of America, effective the date of His Excellency's reply.

The Charge d'Affaires, ad interim, of the United States of America in Bogota avails himself of this opportunity to renew to His Excellency the Minister of Defense of the Republic of Colombia assurances of his highest consideration,

Alexander F. Watson

Alexander F. Watson
Charge d'Affaires, a.i.

9

The Colombian Minister of Defense to the American Chargé d'Affaires ad interim

REPUBLICA DE COLOMBIA

MINISTERIO DE DEFENSA NACIONAL

DESPACHO

Bogotá, D. E. 16 de Diciembre de 1.981

El suscrito Ministro de Defensa Nacional de la República de Colombia tiene el honor de tomar conocimiento de una nota fechada el día de hoy del Encargado de Negocios, ad interim, de los Estados Unidos de América, proponiendo la conclusión, a través de un cambio de notas, del siguiente Acuerdo respecto a la Seguridad General de Información:

"El Gobierno de la República de Colombia y el Gobierno de los Estados Unidos de América, debidamente representados por el Ministro de Defensa de la República de Colombia y por el Encargado de Negocios, ad interim, de los Estados Unidos de América en Bogotá, reconociendo la estrecha amistad entre nuestros dos gobiernos y buscando promover la cooperación militar mutua, han celebrado este Acuerdo que regula la protección de información clasificada que se comunica, directa o indirectamente, entre nuestros dos gobiernos:

1. Toda la información militar clasificada, comunicada directa o indirectamente entre nuestros dos gobiernos, será protegida de -

Al Señor Alexander F. Watson,
Encargado de Negocios, a. i.
Embajada de los Estados Unidos de América,
Bogotá, D. E.

acuerdo con los siguientes principios:

a. El gobierno receptor no divulgará la información a un tercer gobierno ni a otras partes sin la aprobación del gobierno informante;

b. El gobierno receptor proporcionará a la información la protección equivalente a la suministrada por el gobierno informante;

c. El gobierno receptor no usará la información para propósito diferente a aquel para el cual fue suministrada; y

d. El receptor respetará derechos particulares como patentes, propiedades literarias, o secretos comerciales comprendidos en la información.

2. La información y el material militar clasificados se transmitirán solamente en una base gobierno a gobierno, y únicamente a personas que cuenten con la habilitación de seguridad apropiada para tener acceso a ella.

3. Para el propósito de este Acuerdo, la información militar clasificada es aquella información militar oficial que, dentro de los intereses de la seguridad nacional del gobierno informante, y de acuerdo con las leyes y regulaciones nacionales pertinentes, requiere protección contra revelación no autorizada y la cual ha sido designada como clasificada por las autoridades de seguridad apropiadas. Esto incluye cualquier información restringida, sea oral, visual o en forma de material.

Material puede ser cualquier documento, producto o substancia en el cual la información pueda ser grabada o incorporada. Material comprenderá todo, cualquiera que sea su carácter físico o su composición, incluyendo pero no limitándose, a documentos, escritos, implementos en hierro, equipos, maquinaria, aparatos, artefactos, modelos, fotografías, grabaciones, reproducciones, notas, dibujos, planos, prototipos, diseños, configuraciones, mapas y cartas; así como toda clase de productos, substancias o artículos de donde se pueda derivar información.

4. La información clasificada por cualquiera de nuestros dos gobiernos y suministrada por cualquier gobierno al otro a través de canales gubernamentales, será clasificada por autoridades apropiadas del gobierno receptor, lo cual asegurará un grado de protección equivalente al requerido por el gobierno proveedor de la información.

5. Este Acuerdo regirá para todos los intercambios de información militar clasificada entre todas las agencias y oficiales autorizados en nuestros dos gobiernos. Sin embargo, este Acuerdo no se aplicará a información restringida para la cual ya se hayan concluído acuerdos y convenios diferentes. Los detalles relacionados con canales de comunicación y la aplicación de los principios anteriormente mencionados serán el tema de todos los convenios técnicos (incluyendo un Acuerdo de Seguridad Industrial) que puedan ser necesarios entre las agencias apropiadas de nuestros gobiernos respectivos.

6. Cuando sea mutuamente conveniente, cada gobierno permitirá que expertos en seguridad del otro país realicen visitas periódicas a su territorio, con el fin de discutir con sus autoridades de seguridad sus procedimientos y facilidades para la protección de la información militar clasificada que le ha suministrado el otro gobierno. Cada gobierno ayudará a dichos expertos a determinar si la información suministrada por el otro gobierno está siendo protegida adecuadamente.

7. El gobierno receptor investigará todos los casos en que se sepa que la información militar clasificada del país de origen ha sido extraviada o revelada a personas no autorizadas; así como los casos en que existan bases para sospechar sobre un tal acontecimiento. Sin reservas e inmediatamente se avisará sobre los acontecimientos a la agencia responsable del gobierno del país de origen, como también acerca de las conclusiones finales y la acción correctiva tomada con el propósito de evitar se repita el hecho.

8. a. En el caso de que cualquiera de los dos gobiernos o sus contratistas concedan un contrato que incluya información militar restringida para ser ejecutado dentro del territorio del otro gobierno, el gobierno del país donde tiene lugar la ejecución bajo contrato asumirá la responsabilidad de la administración de las medidas de seguridad en su propio territorio para la protección de dicha información clasificada, de acuerdo a sus propias normas y requisitos.

b. Antes de la divulgación a un contratista o a un posible con-

tratista de cualquier información militar restringida recibida del otro gobierno, el gobierno receptor:

(1) verificará que el contratista o posible contratista y sus facilidades dispongan de la capacidad de proteger la información adecuadamente;

(2) a este efecto, concederá a la facilidad la habilitación de seguridad apropiada;

(3) concederá la habilitación de seguridad apropiada a todas las personas cuyas funciones impliquen acceso a la información;

(4) verificará que todas las personas con acceso a la información estén ilustradas acerca de su responsabilidad de proteger dicha información, de acuerdo con las leyes pertinentes;

(5) llevará a cabo periódicamente inspecciones de seguridad de las facilidades autorizadas;

(6) asegurará que el acceso a la información militar sea limitado a aquellas personas que, para propósitos oficiales, tengan necesidad de conocerla. Una solicitud de autorización para visitar la facilidad cuando esté involucrado el acceso a la información militar restringida será sometida al departamento o agencia apropiada del gobierno del país donde está ubicada la facilidad, por una agencia designada para este objeto por el otro gobierno. Dicha solicitud incluirá una declaración de la habilitación de seguridad, la posición oficial del visitante

y la razón para efectuar la visita. Pueden convenirse autorizaciones generales para visitas por períodos prolongados. El gobierno que recibe la solicitud tendrá la responsabilidad de notificar al contratista acerca de la visita propuesta, con el fin de autorizar dicha visita.

9. No serán reembolsables los costos ocasionados por la conducción de las investigaciones o inspecciones de seguridad requeridas por este Acuerdo."

En Acuerdo materia de la nota del Encargado de Negocios, ad interim, de los Estados Unidos de América, ha sido encontrado satisfactorio por el Ministro de Defensa Nacional de la República de Colombia, quien da por entendido que este Acuerdo concluye con este intercambio de notas.

Le ruego aceptar los sentimientos de mi más alta consideración,

General Luis Carlos Camacho Leyva
Ministro de Defensa Nacional

TRANSLATION

REPUBLIC OF COLOMBIA

Ministry of National Defense

Bogotá, D.E.

December 16, 1981

No. 8729

The undersigned, the Minister of Defense of the Republic of Colombia, has the honor to acknowledge and take cognizance of a note of this date from the Chargé d'Affaires, ad interim, of the United States of America, proposing the conclusion by exchange of notes of the following Agreement respecting the General Security of Information:

[For the English language text, see pp. 2-7.]

The Agreement set forth in the Chargé d'Affaires' note is satisfactory to the Minister of Defense of the Republic of Colombia, who understands such Agreement to be concluded by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration,

General Luis Carlos Camacho Leyva
Minister of Defense

Mr. Alexander F. Watson
Chargé d'Affaires, ad interim,
Embassy of the United States of America,
Bogotá, D.E.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-204

10318

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10318

TRADE

Tokyo Round of the Multilateral Trade Negotiations

Tariff Reductions—Semiconductors

Agreement Between the
UNITED STATES OF AMERICA
and JAPAN

Effected by Exchange of Letters
Signed at Washington September 30, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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JAPAN

Trade: Tokyo Round of the Multilateral Trade Negotiations—Tariff Negotiations—Semiconductors

Agreement effected by exchange of letters
Signed at Washington September 30, 1981;
Entered into force September 30, 1981.

The Representative for Trade Negotiations to the Japanese Ambassador

THE UNITED STATES TRADE REPRESENTATIVE
WASHINGTON
20506

September 30, 1981

The Honorable Yoshio Okawara
Japanese Ambassador to the United States
Embassy of Japan
Washington, D.C. 20008

Dear Mr. Ambassador:

On behalf of the Government of the United States of America, I would like to express my satisfaction that the trade between the United States of America and Japan in semiconductors has been steadily expanding.

In order to further facilitate such trade, I have the honor to inform you that, as a result of recent discussions between the representatives of our two governments, the Government of the United States of America will accelerate the reduction of its tariffs on semiconductors to the final concession rates of the Multilateral Trade Negotiations (MTN) in two stages. The details and timing of these reductions are described in the Annex to this letter. The Government of the United States of America also will reduce tariffs on two non-semiconductor articles, as described in the Annex.

The acceleration of the semiconductor tariff reductions described in the Annex is undertaken upon the understanding that the Government of Japan, subject to necessary domestic procedures, including Diet approval, similarly will accelerate its tariff reductions on semiconductors to the final concession rates of the MTN.

It is my firm belief that this mutual reduction of tariffs will serve not only to promote further our trade in semiconductors in a mutually beneficial manner but also to demonstrate our common commitment to further the principle of free trade. In particular, I appreciate the fact that the magnitude of the tariff reduction referred to above will be greater on the Japanese side and that as a result U.S. exporters will benefit. This reduction of Japanese tariffs on semiconductors to the final concession rates of the MTN will serve as further evidence of the increasing openness of the Japanese market.

I would also like to reiterate that the Government of the United States of America is firmly committed to the principle of open markets in semiconductors. The Government of the United States of America will continue to urge third countries to join in this commitment and to take steps for the liberalization of their markets. We welcome the support of the Government of Japan in this endeavor.

I have further the honor to request you to confirm my understanding that the Government of Japan will, subject to necessary domestic procedures, including Diet approval, similarly accelerate the reduction of its tariffs on semiconductors to the final concession rates of the MTN.

Accept, Excellency, the assurance of my highest consideration.

Very truly yours,

WILLIAM E. BROCK

Annex

TSUSA Item No.	Description	Rates of duty (Percent ad valorem) 1/1/82	1/1/83
	Transistors and other related electronic crystal components; all the foregoing and parts thereof:		
	Diodes and rectifiers:		
	Photo-sensitive:		
687.6554	Solar cells	4.24	4.2
687.6556	Other	4.24	4.2
687.6559	Zener	4.24	4.2
687.6561	Microwave	4.24	4.2
687.6562	Thyristors	4.24	4.2
	Other:		
687.6566	With a maximum current of 0.500 amperes or less	4.24	4.2
687.6567	Other	4.24	4.2
	Transistors:		
687.7025	With a dissipation rating of less than 1 watt	4.24	4.2
687.7027	With a dissipation rating of 1 watt or greater	4.24	4.2
	Monolithic integrated circuits:		
687.7531	Linear	4.24	4.2
	Other:		
	Bipolar:		
687.7533	Memory	4.24	4.2
	Other:		
687.7535	Transistor-transistor logic	4.24	4.2
687.7538	Emitter coupled logic	4.24	4.2
687.7540	Other	4.24	4.2
	Metal oxide silicon:		
	Memory:		
	Random access:		
687.7541	Less than 9,000 bits	4.24	4.2

TSUSA Item No.	Description	Rates of duty (Percent ad valorem) 1/1/82	1/1/83
	Transistors and other related electronic crystal components, etc. (con.):		
	Monolithic integrated circuits (con.):		
	Other (con.):		
	Metal oxide silicon (con.):		
	Memory (con.):		
	Random access (con.):		
687.7542	9,000 bits and greater	4.24	4.2
687.7544	Other	4.24	4.2
687.7545	Microprocessor	4.24	4.2
687.7547	Other	4.24	4.2
687.7548	Other	4.24	4.2
687.7553	Other integrated circuits	4.24	4.2
	Other electronic crystal components (not including electronic tubes or mounted piezo-electric crystals), including parts not specially provided for:		
	Parts of semi-conductors:		
687.7581	Chips, dice, and wafers	4.24	4.2
687.7583	Other	4.24	4.2
687.7587	Other (not including parts of electronic tubes)	4.24	4.2
708.8500	Hand magnifiers, magnifying glasses, loupes, thread counters, and similar articles	9.6	8.8 1/
709.4000	Mechano-therapy appliances and massage apparatus and parts thereof	5.1	4.9 2/

1/ The rate of duty on item 708.85 will be further reduced according to the following schedule: 1/1/84, 8.1%; 1/1/85, 7.3%; 1/1/86, 6.6%.

2/ The rate of duty on item 709.40 will be further reduced according to the following schedule: 1/1/84, 4.7%; 1/1/85, 4.4%; 1/1/86, 4.2%.

Note.--The Government of the United States may withdraw, in whole or in part, the above acceleration of tariff reductions on semiconductors in case the acceleration in the reduction of Japanese tariffs on semiconductors to the final concession rates of the MTN is not put into effect from April 1982.

The Japanese Ambassador to the Representative for Trade Negotiations

EMBASSY OF JAPAN
WASHINGTON, D. C.

September 30, 1981

Dear Ambassador Brock:

I have the honor to acknowledge the receipt of your letter and the Annex dated the 30th of September. I share your view that the reductions of the U.S. and Japanese tariffs on semiconductors will serve to promote our bilateral trade in a mutually beneficial manner. I note with satisfaction that the Government of the United States of America is firmly committed to the principle of open markets in semiconductors. The Government of Japan also is firmly committed to the principle of open markets in semiconductors and is prepared to join the Government of the United States of America in urging third countries to join in this commitment and to take steps for the liberalization of their markets.

Sharing the common commitment to further the principle of free trade, I have the honor to inform you that, as from April 1982, the Government of Japan intends to accelerate the reduction of its tariffs on semiconductors, subject to necessary domestic procedures, including Diet approval, and upon the understanding that the Government of the United States of America similarly will reduce its tariffs as described in your letter and Annex of this date. The details of the Japanese reductions are described in the Annex to this letter. In this connection, I would like to point out that the intended Japanese reductions are larger than the U.S. reductions.

Accept, Mr. Ambassador, the assurances of my highest consideration.

Yoshio Okawara
Ambassador of Japan

The Honorable
William E. Brock
U.S. Trade Representative
600 17th Street, N.W.
Washington, D. C. 20506

Annex

ITEM NO.	DESCRIPTION	RATE OF DUTY (PERCENT AD VALOREM) AS FROM APRIL 1982
	Diodes, transistors and similar semiconductor devices, integrated circuits:	
	Germanium diodes, silicon diodes, germanium transistors, silicon transistors, and silicon diodes for silicon rectifiers	
85.21.211	Uncased	4.20
	Other:	
85.21.291	Germanium diodes	4.20
85.21.292	Silicon diodes	4.20
85.21.294	Germanium transistors	4.20
85.21.295	Silicon transistors	4.20
85.21.296	Silicon diodes for silicon rectifiers	4.20
	Other:	
	Uncased:	
85.21.212	Integrated circuits	4.20
85.21.219	Other 1/	4.20
	Other:	
	Integrated circuits:	
85.21.297	Digital	4.20
85.21.298	Other	4.20
85.21.299	Other	4.20
85.21.330	Photocells	4.30
85.21.350	Parts of diodes, transistors and similar semiconductor devices, integrated circuits, and photocells 2/	4.30

1/ Except other uncased light emitting diodes

2/ Except parts of the following: thermionic valves and tubes, light emitting diodes, mounted piezo-electric crystals, microassemblies and cold cathode and photocathode valves and tubes.

Note:

The Government of Japan may withdraw, in whole or in part, the above acceleration of tariff reductions in case the acceleration of the reductions in U.S. tariffs on semiconductors to the final concession rates of the MTN is not put into effect as described in the Annex to the U.S. letter.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-207

10321

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10321

ATOMIC ENERGY

Reactor Safeguards

Agreement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC of
GERMANY

Effected by Exchange of Letters
Signed at Washington November 5, 1981

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Reactor Safeguards

Agreement effected by exchange of letters
Signed at Washington November 5, 1981;
Entered into force November 5, 1981.

The German Ambassador to the Under Secretary of State for Management

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

Washington, November 5, 1981

Dear Mr. Kennedy,

My Government has taken note that upon its request the Government of the United States of America is prepared to bring materials and equipment which may be supplied by Kraftwerk Union AG(KWU) for the Taiwan Power Company's nuclear reactor units 7 and 8, including the required fuel assemblies for these units and a fuel fabrication facility, within the scope of the U.S.-Taiwan Bilateral Agreement signed at Washington, D.C., on April 4, 1972, as amended March 15, 1974,[1] thereby adding them to the inventory of the U.S.-Taiwan-IAEA Trilateral Agreement done at Vienna on December 6, 1971,[2] provided that the following conditions are met, and in view of the separate agreement of our two Governments on conditions relating to financing of such supply:

I.1. Fallback safeguards:

KWU, together with Kernforschungszentrum Karlsruhe GmbH (KFK), will establish under German law a private corporation (the Entity), the mandate of which shall be as defined in this letter. KWU must prove to the Government of the Federal Republic of Germany in a legally binding

The Honorable
Richard T. Kennedy
Under Secretary for Management
Department of State
Washington, D.C. 20520

[1] TIAS 7364, 7834; 23 UST 945; 25 UST 913.
[2] TIAS 7228; 22 UST 1837.

form that in case the International Atomic Energy Agency (IAEA) for any reason is not or will not be applying safeguards in accordance with the existing safeguards agreements the Entity shall have the following legal rights with respect to material or equipment supplied by KWU or special nuclear material produced through such supply:

a) to review in a timely fashion the design of any such equipment, or of any facility which is to use, fabricate, process, or store any such material or equipment;

b) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for such material and any source material or special nuclear material used in or produced through the use of any such material or equipment; and

c) to designate personnel who shall have access to all places and data necessary to account for the material referred to in subparagraph (b), to inspect any equipment or facility referred to in subparagraph (a), and to install any devices and make such independent measurements as may be deemed necessary to account for such material.

This proof of rights must include a satisfactory assurance that the Entity is entitled to exercise the above mentioned rights without reservation or restriction. The Government of the Federal Republic of Germany will consult with the Government of the United States of America as necessary to ensure that the action taken by the Entity is parallel to that taken under Article XI.B. of the U.S.-Taiwan Bilateral Agreement or related provisions or arrangements.

The export license will be granted to KWU under the reservation that the license would be withdrawn in case the Entity should be hampered in the exercise of fallback safeguards in Taiwan. Such a withdrawal would become effective at the time of its notification to KWU.

2. Right to require return of materials and equipment:

KWU must prove to the Government of the Federal Republic of Germany that in those cases which under existing safeguard agreements and arrangements may trigger the right to require the return of any materials and equipment transferred to Taiwan and of any special nuclear material produced through their use, the Entity to be established by KWU has the same right with regard to supplies of KWU to Taiwan Power Company, and in such a case will take all steps legally possible to ensure the return of materials and equipment. Before the Entity

exercises the right to require the return of materials and equipment, the Government of the Federal Republic of Germany will consult with the Government of the United States of America as necessary to ensure that the action taken by the Entity is parallel to that taken under Article XI.B.5 of the U.S.-Taiwan Bilateral Agreement or related provisions or arrangements. The issue of payment for return of materials and equipment will not serve as an obstacle to exercise of the right to require the return of materials and equipment.

The Government of the Federal Republic of Germany shall ensure that all necessary steps are taken to effect such return, implement fallback safeguards and enforce other critical elements of the arrangements contained in the contract between the Entity and Taiwan Power Company.

II. As to the handling of spent fuel elements derived from KWU supplies, the Government of the Federal Republic of Germany is in a position to assure the Government of the United States of America that it is prepared at any time to consult on mutually acceptable conditions for the handling of such spent fuel elements. It is the understanding of the Government of the Federal Republic of Germany that these consultations shall be exercised only between it and the Government of the United States of America.

The Government of the Federal Republic of Germany will require assurance from KWU that it will assist Taiwan Power Company in identifying and using possible avenues for the safe disposal of spent fuel and will assist KWU in these efforts as necessary.

III. Following any termination of U.S. nuclear exports to Taiwan in accordance with U.S. law, the Government of the Federal Republic of Germany would be prepared to consult with the Government of the United States of America prior to any continuation or initiation under other arrangements by German companies of nuclear cooperation with Taiwan.

On behalf of my Government, I have the honour to inform the Government of the United States of America that these conditions will be met. The conditions concerning KWU or the Entity stated above will be embodied, as an integral part, into the relevant export licenses.

This arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months from the date of this letter.

I would be pleased to receive written confirmation that the understanding as set forth in this letter is correct and satisfactory to the Government of the United States of America.

Yours sincerely,

Peter Hermes [1]

[1] Peter Hermes.

The Under Secretary of State for Management to the German Ambassador

UNDER SECRETARY OF STATE
FOR MANAGEMENT
WASHINGTON

November 5, 1981

Dear Mr. Ambassador:

Thank you for your letter of November 5, 1981, setting forth the understanding of your Government with respect to the terms and conditions under which the Government of the United States is prepared to bring materials and equipment which may be supplied by Kraftwerk Union AG (KWU) for the Taiwan Power Company's nuclear units 7 and 8, including the required fuel assemblies for these units and a fuel fabrication facility, within the scope of the U.S.-Taiwan Bilateral Agreement signed at Washington, D.C., on April 4, 1972, as amended March 15, 1974, and thereby adding them to the inventory of the U.S.-Taiwan-IAEA Trilateral Agreement, done at Vienna on December 6, 1971.

I am pleased to confirm to you that the understanding of your Government as set forth in that letter is correct and satisfactory to the Government of the United States.

Sincerely,

Richard T. Kennedy

His Excellency
Peter Hermes,
Ambassador of The Federal Republic of Germany.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-361

10323

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10323

INTERNATIONAL TRADE IN TEXTILES

Protocol Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Extending the Arrangement of
December 20, 1973, as Extended

Done at Geneva December 22, 1981

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NOTE BY THE DEPARTMENT OF STATE

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MULTILATERAL

International Trade in Textiles

Protocol extending the arrangement of December 20, 1973, as extended.
Done at Geneva December 22, 1981;
Entered into force January 1, 1982.

PROTOCOL

EXTENDING THE ARRANGEMENT REGARDING
INTERNATIONAL TRADE IN TEXTILES

PROTOCOLE

PORTANT PROROGATION DE L'ARRANGEMENT CONCERNANT
LE COMMERCE INTERNATIONAL DES TEXTILES

PROTOCOLO

DE PRÓRROGA DEL ACUERDO RELATIVO AL COMERCIO
INTERNACIONAL DE LOS TEXTILES

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

22 December 1981

Geneva

PROTOCOL EXTENDING THE ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES [1]

THE PARTIES to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as "the Arrangement" or "MFA")

ACTING pursuant to paragraph 5 of Article 10 of the Arrangement, and

REAFFIRMING that the terms of the Arrangement regarding the competence of the Textiles Committee and the Textiles Surveillance Body are maintained, and

CONFIRMING the understandings set forth in the Conclusions of the Textiles Committee adopted on 22 December 1981, a copy of which is attached herewith,

HEREBY AGREE as follows:

1. The period of validity of the Arrangement set out in Article 16, shall be extended for a period of four years and seven months until 31 July 1986.

2. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT. It shall be open for acceptance, by signature or otherwise, by the Parties to the Arrangement, by other governments accepting or acceding to the Arrangement pursuant to the provisions of Article 13 thereof and by the European Economic Community.

3. This Protocol shall enter into force on 1 January 1982 for the countries which have accepted it by that date. It shall enter into force for a country which accepts it on a later date as of the date of such acceptance.

Done at Geneva this twenty-second day of December, one thousand nine hundred and eighty-one, in a single copy in the English, French and Spanish languages, each text being authentic.

[1] TIAS 7840, 8939 ; 25 UST 1001 ; 29 UST 2287.

CONCLUSIONS OF THE TEXTILES COMMITTEE ADOPTED ON 22 DECEMBER 1981

1. The participants in the Arrangement exchanged views regarding the future of the Arrangement.

2. All participants saw mutual co-operation as the foundation of the Arrangement and as the basis for dealing with problems in a way which would promote the aims and objectives of the MFA. Participants emphasized that the primary aims of the MFA are to ensure the expansion of trade in textile products, particularly for the developing countries, and progressively to achieve the reduction of trade barriers and the liberalization of world trade in textile products while, at the same time, avoiding disruptive effects in individual markets and on individual lines of production in both importing and exporting countries. In this context, it was reiterated that a principal aim in the implementation of the Arrangement is to further the economic and social development of developing countries and to secure a substantial increase in their export earnings from textile products and to provide scope for a greater share for them in world trade in these products.

3. Members of the Textiles Committee recognized that there continued to be a tendency for an unsatisfactory situation to exist in world trade in textile products, and that such a situation, if not satisfactorily dealt with, could work to the detriment of countries participating in international trade in textile products, whether as importers or exporters or both. This situation could adversely affect prospects for international co-operation in the trade field and could have unfortunate repercussions on trade relations in general, and the trade of developing countries in particular.

4. Attention was drawn to the fact that decline in the rate of growth of per capita consumption in textiles and in clothing is an element which may be relevant to the recurrence or exacerbation of a situation of market disruption. Attention was also drawn to the fact that domestic markets may be affected by elements such as technological changes and changes in consumer preference. In this connexion it was recalled that the appropriate factors for the determination of a situation of market disruption as referred to in the Arrangement are listed in Annex A.

5. It was agreed that any serious problems of textile trade falling within the purview of the Arrangement should be resolved through consultations and negotiations conducted under the relevant provisions thereof.

6. The Committee noted the important rôle of and the goodwill expressed by certain exporting participants now predominant in the exporting of textile products in all three fibres covered by the Arrangement in finding and contributing to mutually acceptable solutions to particular problems relative to particularly large restraint levels arising out of the application of the Arrangement as extended by the Protocol.

7. The participants recalled that safeguard measures could only be invoked if there existed a situation of market disruption - as defined in Annex A - or real risk thereof. Noting that Article 6 envisages that in the application of such measures developing countries, especially new entrants, small suppliers and cotton producers shall be given more favourable terms than other countries, the Committee drew particular attention to paragraph 12 below.

8. With respect to the definition of market disruption contained in Annex A of the Arrangement, participants took due note that difficulties had arisen as to its application in practice, leading to misunderstandings between exporting and importing participants, which have had an adverse impact on the operation of the Arrangement. Consequently, and with a view to overcoming these difficulties, the participants agreed that the discipline of Annex A and the procedures of Articles 3 and 4 of the Arrangement should be fully respected and that requests for action under these Articles shall be accompanied by relevant specific factual information. The participants further agreed that the situation prevailing when such action was requested should be periodically reviewed by the parties concerned, the Textiles Surveillance Body (TSB) being promptly informed of any resulting modifications under the terms of Articles 3, paragraph 9, and/or 4, paragraph 4.

9. It was recalled that in exceptional cases where there is a recurrence or exacerbation of a situation of market disruption as referred to in Annex A, and paragraphs 2 and 3 of Annex B, a lower positive growth rate for a particular product from a particular source may be agreed upon between the parties to a bilateral agreement. It was further agreed that where such agreement has taken into account the growing impact of a heavily utilized quota with a very large restraint level for the product in question from a particular source, accounting for a very large share of the market of the importing country for textiles and clothing, the exporting party to the agreement concerned may agree to any mutually acceptable arrangements with regard to flexibility.

10. The view was expressed that real difficulties may be caused in importing countries by sharp and substantial increases in imports as a result of significant differences between larger restraint levels negotiated in accordance with Annex B on the one hand and actual imports on the other. Where such significant difficulties stem from consistently under-utilised larger restraint levels and cause or threaten serious and palpable damage to domestic industry, an exporting participant may agree to mutually satisfactory solutions or arrangements. Such solutions or arrangements shall provide for equitable and quantifiable compensation to the exporting participant to be agreed by both parties concerned.

11. The Committee recognized that countries having small markets, an exceptionally high level of imports and a correspondingly low level of domestic production are particularly exposed to the problems arising from imports causing market disruption as defined in Annex A, and that their problems should be resolved in a spirit of equity and flexibility in order to avoid damage to those countries' minimum viable production of textiles. In the case of those countries, the provisions of Article 1, paragraph 2, and Annex B, paragraph 2, should be fully implemented. The exporting participants may, in the case of countries referred to in this paragraph, agree to any mutually acceptable arrangements with regard to paragraph 5 of Annex B; special consideration in this respect would be given to their concerns regarding the avoidance of damage to these countries' minimum viable production of textiles.

12. The participating countries were conscious of the problems posed by restraints on exports of new entrants and small suppliers, as well as on exports of cotton textiles by cotton producing countries. They re-affirmed their commitment to the letter and intent of Article 6 of the Arrangement and to the effective implementation of this Article to the benefit of these countries.

To this end they agreed that:

(a) Restraints on exports from small suppliers and new entrants should normally be avoided. For the purposes of Article 6, paragraph 3, shares in imports of textiles and those in clothing may be considered separately.

(b) Restraints on exports from new entrants and small suppliers should, having regard to Article 6, paragraph 2, take due account of the future possibilities for the development of trade and the need to permit commercial quantities of imports.

(c) Exports of cotton textiles from cotton producing exporting countries should be given special consideration. Where restraints are applied, more favourable treatment should be given to these countries in terms of quotas, growth rates and flexibility in view of the importance of such trade to these countries, having due regard to the provisions of Annex B.

(d) The provisions of Annex B relating to exceptional circumstances and cases should be applied sparingly to exports from new entrants, small suppliers and trade in cotton textiles of cotton producing developing countries.

(e) Any restraints envisaged on exports from new entrants, small suppliers and cotton textile producing countries shall take into account the treatment of similar exports from other participants, as well as non-participants in terms of Article 8, paragraph 3.

13. The Committee recalled that consideration is to be given to special and differential treatment which should be accorded to trade referred to in Article 6, paragraph 6.

14. Participants agreed to co-operate fully in dealing with problems relating to circumvention of the Arrangement, in the light of the provisions of Article 8 thereof. It was agreed that the appropriate administrative action referred to in Article 8, paragraph 2, should in principle, where evidence is available regarding the country of true origin and the circumstances of circumvention, include adjustment of charges to existing quotas to reflect the country of true origin; any such adjustment together with its timing and scope being decided in consultation between the countries concerned, with a view to arriving at a mutually satisfactory solution. If such a solution is not reached any participant involved may refer the matter to the TSB in accordance with the provisions of Article 8, paragraph 2.

15. In pursuance of the objective of trade liberalization embodied in the Arrangement, the Committee reaffirmed the need to monitor adjustment policies and measures and the process of autonomous adjustment in terms of the provisions of Article 1, paragraph 4. To this end, the Committee decided that a Sub-Committee should be established to carry out activities previously performed by the Working Group on Adjustment Measures and to make a periodic review of developments in autonomous adjustment processes and in policies and measures to facilitate adjustment, as well as in production and trade in textiles, on the basis of material and information to be provided by participating countries. The Sub-Committee would report periodically to the Textiles Committee to enable that Committee to fulfil its obligations under Article 10, paragraph 2.

16. Participating countries reaffirmed their commitment to the objectives of the expansion of trade, reduction of barriers to such trade and the progressive liberalization of world trade in textile products, while recognizing that these objectives also depend importantly upon matters outside the scope of the Arrangement, such as the reduction of tariffs.

17. In the context of the phasing out of restraints under the Arrangement, priority attention would be given to sectors of trade, e.g., wool tops, and suppliers for which the Arrangement provides for special and more favourable treatment as referred to in Article 6.

18. The participants reaffirmed the importance of the effective functioning of the two organs of the Arrangement, the Textiles Committee and the TSB, in their respective areas of competence. In this context, the participants emphasized the importance of the responsibilities of the TSB as set forth in Article 11 of the MFA.

19. The participants also reaffirmed that the rôle of the TSB is to exercise its functions as set out in Article 11 so as to help ensure the effective and equitable operation of the Arrangement and to further its objectives.

20. The Committee recognized the need for close co-operation among participants for the effective discharge of the TSB's responsibilities.

21. The participants also noted that, should any participant or participants be unable to accept the conclusions or recommendations of the Textiles Surveillance Body, or should, following its recommendations, problems continue to exist between the parties, the procedures set forth in Article 11, paragraphs 8, 9 and 10 are available.

22. The participants reaffirmed the importance of Article 7 to the effective operation of the Arrangement.

23. It was felt that in order to ensure the proper functioning of the MFA, all participants should refrain from taking measures on textiles covered by the MFA, outside the provisions therein, before exhausting all the relief measures provided in the MFA.

24. Taking into account the evolutionary and cyclical nature of trade in textiles and the importance both to importing and exporting countries of prior resolution of problems in a constructive and equitable manner for the interest of all concerned, and on the basis of the elements mentioned in paragraphs 1 to 23 above, which supersede in their totality those adopted on 14 December 1977, the Textiles Committee considered that the Arrangement in its present form should be extended for a period of four years and seven months, subject to confirmation by signature as from 22 December 1981 of a Protocol for this purpose.

PROTOCOLE PORTANT PROROGATION DE L'ARRANGEMENT CONCERNANT LE COMMERCE INTERNATIONAL DES TEXTILES

LES PARTIES à l'Arrangement concernant le commerce international des textiles (ci-après dénommé "l'Arrangement" ou "l'AMF"),

AGISSANT conformément au paragraphe 5 de l'article 10 de l'Arrangement,

REAFFIRMANT que les dispositions de l'Arrangement qui concernent la compétence du Comité des textiles et de l'Organe de surveillance des textiles sont maintenues, et

CONFIRMANT les points convenus dans les Conclusions du Comité des textiles adoptées le 22 décembre 1981, dont le texte est annexé au présent Protocole,

SONT CONVENUES de ce qui suit:

1. La validité de l'Arrangement selon son article 16 est prorogée de quatre ans et sept mois, jusqu'au 31 juillet 1986.

2. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, des parties à l'Arrangement, des autres gouvernements qui acceptent l'Arrangement ou y accèdent conformément aux dispositions de son article 13, et de la Communauté économique européenne.

3. Le présent Protocole entrera en vigueur le 1er janvier 1982 pour les pays qui l'auront accepté à cette date. Pour tout pays qui l'acceptera à une date ultérieure, il entrera en vigueur à la date de cette acceptation.

Fait à Genève, le vingt-deux décembre mil neuf cent quatre-vingt-un, en un seul exemplaire, en langues française, anglaise et espagnole, les trois textes faisant également foi.

CONCLUSIONS DU COMITE DES TEXTILES ADOPTEES LE 22 DECEMBRE 1981

1. Les participants à l'Arrangement ont procédé à des échanges de vues concernant l'avenir de l'Arrangement.

2. Tous les participants ont été d'avis que la coopération mutuelle devait être le fondement de l'Arrangement et servir de base pour traiter les problèmes d'une manière qui permettrait de promouvoir les buts et les objectifs de l'AMF. Les participants ont souligné que les buts essentiels de l'AMF sont d'assurer l'expansion du commerce des produits textiles, en particulier pour les pays en voie de développement, et d'aboutir progressivement, en ce qui concerne ces produits, à l'abaissement des obstacles aux échanges et à la libéralisation du commerce mondial, tout en évitant que des marchés ou des productions subissent des effets de désorganisation, aussi bien dans les pays importateurs que dans les pays exportateurs. Il a été réitéré à cet égard que, dans la mise en oeuvre de l'Arrangement, l'un des principaux objectifs est de favoriser le développement économique et social des pays en voie de développement, d'assurer un accroissement substantiel de leurs recettes provenant de l'exportation de produits textiles, et de leur permettre d'obtenir une plus grande part du commerce mondial de ces produits.

3. Les membres du Comité des textiles ont reconnu que le commerce mondial des produits textiles reste caractérisé par une tendance à une situation peu satisfaisante, et qu'une telle situation, si elle n'était pas traitée de façon satisfaisante, pourrait avoir des conséquences dommageables pour les pays qui participent au commerce international des produits textiles aussi bien comme importateurs que comme exportateurs. Cette situation pourrait avoir une incidence négative sur les perspectives de coopération internationale dans le domaine du commerce, et des répercussions fâcheuses sur les relations commerciales en général et sur le commerce des pays en voie de développement en particulier.

4. L'attention a été appelée sur le fait que la baisse du taux de croissance de la consommation par habitant de textiles et de vêtements est un élément qui peut être en rapport avec le retour ou l'exacerbation d'une situation de désorganisation du marché. L'attention a été également appelée sur le fait que les marchés intérieurs peuvent être affectés par des éléments tels que des changements technologiques ou des changements dans les préférences des consommateurs. Il a été rappelé à cet égard que les facteurs dont il y a lieu de tenir compte pour la détermination d'une situation de désorganisation du marché au sens de l'Arrangement, sont énumérés à l'annexe A.

5. Il a été convenu que tout problème grave du commerce des textiles qui serait du domaine de l'Arrangement devrait être résolu par voie de consultations et de négociations menées dans le cadre des dispositions dudit Arrangement applicables en l'espèce.

6. Le Comité a noté que, s'agissant de rechercher des solutions mutuellement acceptables pour des problèmes particuliers relatifs à des niveaux de limitation particulièrement élevés découlant de l'application de l'Arrangement tel qu'il a été prorogé par le Protocole, et s'agissant de contribuer à de telles solutions, certains participants exportateurs qui occupent aujourd'hui une place prédominante dans le commerce d'exportation des produits textiles pour les trois fibres visées par l'Arrangement ont un rôle important à jouer et ont exprimé leur bonne volonté.

7. Les participants ont rappelé que des mesures de sauvegarde ne peuvent être prises que s'il existe une situation de désorganisation du marché - telle qu'elle est définie à l'annexe A - ou un risque réel de désorganisation. Notant que l'article 6 prévoit que, dans l'application de ces mesures, les pays en voie de développement, en particulier les nouveaux venus, les petits fournisseurs et les producteurs de coton, devront bénéficier de conditions plus favorables que les autres pays, le Comité a appelé l'attention en particulier sur le paragraphe 12 ci-après.

8. En ce qui concerne la définition de la désorganisation du marché qui figure à l'annexe A de l'Arrangement, les participants ont dûment pris note que son application dans la pratique a donné lieu à des difficultés qui ont conduit à des malentendus entre des participants exportateurs et des participants importateurs et qui ont nui au fonctionnement de l'Arrangement. En conséquence, et pour surmonter ces difficultés, les participants sont convenus que la discipline prévue à l'annexe A ainsi que les procédures des articles 3 et 4 de l'Arrangement devraient être pleinement respectées et que les demandes tendant à l'adoption de mesures au titre de ces articles devront être assorties de renseignements factuels précis et pertinents. Les participants sont en outre convenus que la situation régnant au moment où une telle demande a été présentée devrait être périodiquement revue par les parties concernées, l'Organe de surveillance des textiles (OST) étant promptement informé, conformément aux dispositions de l'article 3, paragraphe 9, et/ou de l'article 4, paragraphe 4, de toute modification résultant de cet examen.

9. Il a été rappelé que, dans les cas exceptionnels de retour ou d'exacerbation d'une situation de désorganisation du marché au sens de l'annexe A et des paragraphes 2 et 3 de l'annexe B, les parties à un accord bilatéral peuvent convenir d'un coefficient de croissance positif moins élevé pour un produit donné d'une certaine provenance. Il a en outre été convenu que si un tel accord a pris en compte l'incidence croissante d'un contingent fortement utilisé et comportant un niveau de limitation très élevé pour le produit en question d'une certaine provenance qui représente une part très importante du marché des textiles et du vêtement du pays importateur, le pays exportateur partie à cet accord peut souscrire à tout arrangement mutuellement acceptable en ce qui concerne la flexibilité.

10. L'opinion a été exprimée que des difficultés réelles peuvent être causées dans les pays importateurs par des augmentations soudaines et substantielles des importations résultant de différences importantes entre, d'une part, des niveaux de limitation assez élevés qui auraient été négociés conformément aux dispositions de l'annexe B et, d'autre part, les importations effectives. Dans les cas où des difficultés importantes de cette nature proviennent d'une sous-utilisation suivie de niveaux de limitation assez élevés et causent ou menacent de causer un préjudice grave et tangible à une industrie nationale, un participant exportateur peut convenir de solutions ou d'arrangements mutuellement satisfaisants. Ces solutions ou arrangements devront prévoir une compensation équitable et quantifiable pour le participant exportateur, à convenir par les deux parties concernées.

11. Le Comité a reconnu que les pays qui n'ont qu'un petit marché, avec un niveau d'importations exceptionnellement élevé et une production intérieure corrélativement basse, sont particulièrement exposés à connaître les problèmes qui résultent d'importations causant une désorganisation du marché telle qu'elle est définie à l'annexe A, et que leurs problèmes devraient être résolus dans un esprit d'équité et de flexibilité afin d'éviter qu'il ne soit porté atteinte à leur production minimum viable de textiles. Dans le cas de ces pays, les dispositions de l'article premier, paragraphe 2, et de l'annexe B, paragraphe 2, devraient être pleinement appliquées. Les participants exportateurs peuvent, dans le cas des pays visés dans le présent paragraphe, souscrire à tous arrangements mutuellement acceptables pour ce qui est du paragraphe 5 de l'annexe B; à cet égard, la préoccupation de ces pays d'éviter qu'un préjudice soit causé à leur production minimum viable de textiles serait spécialement prise en considération.

12. Les pays participants avaient conscience des problèmes que posent les limitations appliquées aux exportations des nouveaux venus et des petits fournisseurs, ainsi qu'à celles de textiles de coton des pays producteurs de coton. Ils ont réaffirmé leur attachement à la lettre et à l'esprit de l'article 6 de l'Arrangement et à la mise en oeuvre efficace de cet article dans l'intérêt de ces pays.

A cet effet, ils sont convenus de ce qui suit:

a) Il conviendrait d'éviter en principe de limiter les exportations de petits fournisseurs et des nouveaux venus. Aux fins d'application de l'article 6, paragraphe 3, les parts des importations de textiles et celles des importations de vêtements pourront être considérées séparément.

b) Eu égard aux dispositions de l'article 6, paragraphe 2, les limitations appliquées aux exportations des nouveaux venus et des petits fournisseurs devraient tenir dûment compte des possibilités futures de développement des échanges et de la nécessité de permettre des importations en quantités commerciales.

c) Il conviendrait de prêter une attention spéciale aux exportations de textiles de coton des pays producteurs de coton. Lorsque des limitations sont appliquées, étant donné l'importance de ce commerce pour ces pays, un traitement plus favorable devrait leur être accordé, pour ce qui est des contingents, des coefficients de croissance et de la flexibilité, compte dûment tenu des dispositions de l'annexe B.

d) Les dispositions de l'annexe B relatives aux circonstances et aux cas exceptionnels devraient être appliquées avec retenue aux exportations des nouveaux venus et des petits fournisseurs et au commerce de textiles de coton des pays en voie de développement producteurs de coton.

e) Toute limitation qu'il serait envisagé d'appliquer aux exportations des nouveaux venus, des petits fournisseurs et des pays producteurs de textiles de coton devra tenir compte du traitement appliqué aux exportations similaires des autres participants, et à celles des non-participants, conformément aux dispositions de l'article 8, paragraphe 3.

13. Le Comité a rappelé qu'il fallait prendre en considération l'application d'un traitement spécial et différencié au commerce dont il est question à l'article 6, paragraphe 6.

14. Les participants sont convenus de coopérer pleinement pour traiter, à la lumière des dispositions de l'article 8 de l'Arrangement, les problèmes relatifs au contournement dudit Arrangement. Il a été convenu que, lorsque l'on disposera de preuves concernant le véritable pays d'origine et les circonstances dans lesquelles l'Arrangement aurait été contourné, les mesures administratives appropriées dont il est question à l'article 8, paragraphe 2, devraient comprendre en principe un ajustement des imputations sur les contingents existants, pour tenir compte du véritable pays d'origine; tout ajustement de cette nature, ainsi que le moment où il sera opéré et sa portée, seront décidés dans le cadre de consultations entre les pays concernés visant à arriver à une solution mutuellement satisfaisante. Si une telle solution n'intervient pas, tout participant concerné pourra porter la question devant l'OST conformément aux dispositions de l'article 8, paragraphe 2.

15. Conformément à l'objectif de libéralisation du commerce énoncé dans l'Arrangement, le Comité a réaffirmé la nécessité de surveiller les politiques et mesures d'ajustement ainsi que les processus autonomes d'ajustement visés à l'article premier, paragraphe 4. A cet effet, le Comité a décidé d'instituer un sous-comité qui sera chargé d'exercer les activités précédemment confiées au Groupe de travail des mesures d'aménagement de structure, et d'examiner périodiquement l'évolution des processus autonomes d'ajustement, des politiques et mesures destinées à

faciliter l'ajustement, ainsi que de la production et du commerce des textiles, en se fondant sur la documentation et les renseignements que fourniront les pays participants. Le Sous-Comité fera périodiquement rapport au Comité des textiles afin de lui permettre de s'acquitter de ses obligations au titre de l'article 10, paragraphe 2.

16. Les pays participants ont réaffirmé leur engagement à l'égard des objectifs d'expansion du commerce, d'abaissement des obstacles au commerce et de libéralisation progressive du commerce mondial des produits textiles, tout en reconnaissant que ces objectifs dépendent également dans une mesure importante de questions étrangères à l'Arrangement, par exemple l'abaissement des droits de douane.

17. Dans le cadre de l'élimination progressive des limitations au titre de l'Arrangement, une attention prioritaire serait accordée aux secteurs du commerce, par exemple, celui des peignés de laine, et aux fournisseurs pour lesquels l'Arrangement prévoit un traitement spécial et plus favorable, ainsi qu'il est indiqué à l'article 6.

18. Les participants ont réaffirmé qu'il importe que les deux organes institués par l'Arrangement, c'est-à-dire le Comité des textiles et l'OST, fonctionnent efficacement dans leurs domaines de compétence respectifs. Ils ont insisté à cet égard sur l'importance des responsabilités de l'OST énoncées à l'article 11 de l'AMF.

19. Les participants ont également réaffirmé que le rôle de l'OST consiste à s'acquitter des fonctions indiquées à l'article 11 de façon à contribuer à assurer le fonctionnement efficace et équitable de l'Arrangement et à favoriser la réalisation de ses objectifs.

20. Le Comité a reconnu la nécessité d'une étroite coopération entre les participants pour que l'OST puisse assumer efficacement ses responsabilités.

21. Les participants ont également noté qu'au cas où un ou plusieurs participants ne seraient pas en mesure d'accepter les conclusions ou recommandations de l'Organe de surveillance des textiles, ou qu'à la suite de ces recommandations, des problèmes subsisteraient entre les parties, il pourra être recouru aux procédures indiquées à l'article 11, paragraphes 8, 9 et 10.

22. Les participants ont réaffirmé l'importance de l'article 7 pour le fonctionnement efficace de l'Arrangement.

23. Il a été estimé que, pour assurer le bon fonctionnement de l'AMF, tous les participants devraient s'abstenir d'appliquer aux textiles visés par l'Arrangement des mesures non prévues par les dispositions de celui-ci, aussi longtemps qu'ils n'en auront pas épuisé toutes les mesures correctives.

24. Compte tenu du caractère évolutif et cyclique du commerce des textiles et de l'importance que revêt, tant pour les pays importateurs que pour les pays exportateurs, la solution préalable des problèmes d'une manière constructive et équitable dans l'intérêt de toutes les parties concernées, et sur la base des éléments mentionnés aux paragraphes 1 à 23 ci-dessus, qui remplacent dans leur totalité ceux qui avaient été adoptés le 14 décembre 1977, le Comité des textiles a estimé que l'Arrangement sous sa forme actuelle devrait être prorogé pour une période de quatre ans et sept mois, sous réserve de confirmation par la signature, à partir du 22 décembre 1981, d'un Protocole établi à cet effet.

PROTOCOLO DE PRORROGA DEL ACUERDO RELATIVO AL COMERCIO INTERNACIONAL DE LOS TEXTILES

LAS PARTES en el Acuerdo relativo al comercio internacional de los textiles (llamado en adelante "Acuerdo" o "AMF"),

ACTUANDO en conformidad con el párrafo 5 del artículo 10 del Acuerdo,

REAFIRMANDO el mantenimiento de las disposiciones del Acuerdo relativas a la competencia del Comité de los Textiles y del Organo de Vigilancia de los Textiles, y

CONFIRMANDO los entendimientos enunciados en las Conclusiones del Comité de los Textiles adoptadas el 22 de diciembre de 1981, cuyo texto se adjunta,

CONVIENEN por el presente Protocolo en lo siguiente:

1. El plazo de validez del Acuerdo, establecido en su artículo 16, será prorrogado por cuatro años y siete meses, hasta el 31 de julio de 1986.

2. El presente Protocolo se depositará en poder del Director General de las PARTES CONTRATANTES del Acuerdo General. Estará abierto a la aceptación, mediante firma o de otro modo, de las partes en el Acuerdo, de otros gobiernos que acepten el Acuerdo o que se adhieran a él de conformidad con las disposiciones del artículo 13 del mismo, y de la Comunidad Económica Europea.

3. El presente Protocolo entrará en vigor el día 1.º de enero de 1982 para los países que en esa fecha lo hayan aceptado. Para los países que lo acepten en fecha posterior, entrará en vigor en la fecha en que se produzca esa aceptación.

Hecho en Ginebra el veintidós de diciembre de mil novecientos ochenta y uno, en un solo ejemplar, y en los idiomas español, francés e inglés, siendo los tres textos igualmente auténticos.

CONCLUSIONES DEL COMITÉ DE LOS TEXTILES, ADOPTADAS EL 22 DE DICIEMBRE DE 1981

1. Los participantes en el Acuerdo intercambiaron opiniones sobre el futuro del mismo.

2. Todos los participantes consideraron que la cooperación mutua es el fundamento del Acuerdo y la base para tratar los problemas de una forma que favorezca los fines y objetivos del AMF. Los participantes hicieron hincapié en que los objetivos fundamentales del AMF son asegurar la expansión del comercio de productos textiles, particularmente en el caso de los países en desarrollo, y conseguir progresivamente la reducción de los obstáculos al comercio y la liberalización del comercio mundial de productos textiles, y al mismo tiempo evitar los efectos desorganizadores en los distintos mercados y las distintas líneas de producción, tanto en los países importadores como en los exportadores. En ese contexto se reiteró que un objetivo principal en la aplicación del Acuerdo es fomentar el desarrollo económico y social de los países en desarrollo, conseguir un aumento substancial de sus ingresos procedentes de la exportación de productos textiles y darles la posibilidad de conseguir una mayor participación en el comercio mundial de estos productos.

3. Los miembros del Comité de los Textiles reconocieron que la situación sigue tendiendo a ser insatisfactoria en el comercio mundial de los productos textiles, y que esa situación, de no ser tratada satisfactoriamente, podría ir en detrimento de los países que participan en el comercio internacional de productos textiles, tanto en calidad de importadores como en calidad de exportadores, o en ambas calidades a la vez. Esta situación podría afectar desfavorablemente a las perspectivas de cooperación internacional en la esfera comercial y podría tener repercusiones desafortunadas en las relaciones comerciales en general y el comercio de los países en desarrollo en particular.

4. Se llamó la atención sobre el hecho de que el descenso de la tasa de crecimiento del consumo por habitante de textiles y vestido es un elemento que puede guardar relación con la repetición o exacerbación de una situación de desorganización del mercado. También se llamó la atención sobre el hecho de que elementos tales como los cambios tecnológicos y los cambios en las preferencias del consumidor pueden afectar a los mercados interiores. Se recordó a este respecto que en el anexo A se enumeran los factores apropiados para la determinación de una situación de desorganización del mercado según se contempla en el Acuerdo.

5. Se acordó que todo problema grave del comercio de los textiles que quede comprendido en el ámbito del Acuerdo debería resolverse mediante consultas y negociaciones celebradas de conformidad con las disposiciones pertinentes del mismo.

6. El Comité observó el importante papel de ciertos participantes exportadores que actualmente ocupan una posición predominante en la exportación de productos textiles de las tres fibras cubiertas por el Acuerdo y la buena voluntad por ellos manifestada para buscar y contribuir a soluciones mutuamente aceptables para problemas particulares relativos a niveles de limitación particularmente grandes resultantes de la aplicación del Acuerdo prorrogado por el Protocolo.

7. Los participantes recordaron que sólo se puede recurrir a medidas de salvaguardia si existe una situación de desorganización del mercado -según se define en el anexo A- o un riesgo real de que se produzca. Observando que en el artículo 6 se prevé que la aplicación de tales medidas a los países en desarrollo, especialmente a los nuevos exportadores, los pequeños abastecedores y los productores de algodón, se hará en condiciones más favorables que las establecidas para otros países, el Comité llamó la atención en particular sobre el párrafo 12 infra.

8. En lo referente a la definición de "desorganización del mercado" que figura en el anexo A del Acuerdo, los participantes tomaron debida nota de que habían surgido dificultades en cuanto a su aplicación en la práctica, las cuales habían dado lugar a malentendidos entre los participantes exportadores e importadores y habían repercutido desfavorablemente en el funcionamiento del Acuerdo. En consecuencia, y con objeto de superar esas dificultades, los participantes acordaron que deberían respetarse plenamente la disciplina establecida en el anexo A y los procedimientos de los artículos 3 y 4 del Acuerdo y que las peticiones de adopción de medidas en el marco de estos artículos deberán ir acompañadas de información fáctica precisa y pertinente. Los participantes acordaron además que las partes interesadas deberían examinar periódicamente la situación reinante al solicitarse la adopción de tales medidas, informándose con prontitud al Organo de Vigilancia de los Textiles (OVT) de cualquier modificación resultante de tal examen, de conformidad con lo dispuesto en el párrafo 9 del artículo 3 y/o en el párrafo 4 del artículo 4.

9. Se recordó que en los casos excepcionales en que se repita o se exacerbe una situación de desorganización del mercado en el sentido del anexo A y los párrafos 2 y 3 del anexo B, las partes en un acuerdo bilateral podrán acordar la aplicación de un coeficiente de crecimiento positivo más bajo respecto de un producto determinado procedente de una fuente determinada. Se acordó además que cuando al adoptar dicho acuerdo se haya tenido en cuenta el creciente impacto de un contingente abundantemente utilizado con un nivel de limitación muy grande para el producto de que se trata procedente de una determinada fuente, que represente una parte muy grande del mercado de textiles y vestido del país importador, el país exportador parte en el acuerdo considerado podrá convenir en la adopción de cualesquiera disposiciones que sean mutuamente aceptables en materia de flexibilidad.

10. Se expresó la opinión de que los países importadores pueden tropezar con verdaderas dificultades causadas por incrementos bruscos e importantes de las importaciones como consecuencia de la existencia de diferencias sustanciales entre los niveles más grandes de limitación negociados de conformidad con el anexo B, por un lado, y las importaciones efectivamente realizadas, por otro. Cuando esas dificultades considerables tengan su origen en la persistente subutilización de los niveles más grandes de limitación y causen o amenacen causar un perjuicio grave y palpable a la industria nacional, un participante exportador podrá convenir en la adopción de soluciones o arreglos mutuamente satisfactorios. En tales soluciones o arreglos se deberá prever una compensación equitativa y cuantificable al participante exportador, que habrá de ser acordada por ambas partes interesadas.

11. El Comité reconoció que los países con mercados pequeños, que tengan un nivel de importación excepcionalmente alto y un nivel de producción nacional correlativamente bajo están especialmente expuestos a los problemas planteados por las importaciones que causen desorganización del mercado tal como se define en el anexo A, y que sus problemas deberían resolverse con espíritu equitativo y flexible con el fin de evitar un perjuicio a su producción mínima viable de textiles. En el caso de esos países, deben aplicarse plenamente las disposiciones del párrafo 2 del artículo 1 y del párrafo 2 del anexo B. Los participantes exportadores pueden, en el caso de los países mencionados en el presente párrafo, suscribir arreglos mutuamente aceptables en lo referente al párrafo 5 del anexo B; a este respecto, se tendría especialmente en consideración la preocupación de los citados países por evitar que se perjudique su producción mínima viable de textiles.

12. Los países participantes tenían conciencia de los problemas planteados por las limitaciones impuestas a las exportaciones de los nuevos exportadores y pequeños abastecedores, así como a las de textiles de algodón efectuadas por los países productores de algodón. Los países participantes reafirmaron su compromiso de cumplir la letra y el espíritu del artículo 6 del Acuerdo y de aplicar eficazmente este artículo en beneficio de los mencionados países.

A tal fin convinieron en lo siguiente:

a) Normalmente debería evitarse la limitación de las exportaciones de los pequeños abastecedores y los nuevos exportadores. A los efectos del párrafo 3 del artículo 6, pueden considerarse por separado las partes que les correspondan en las importaciones de textiles y en las de vestido.

b) Habida cuenta del párrafo 2 del artículo 6, en la aplicación de limitaciones a las exportaciones de los nuevos exportadores y pequeños abastecedores deberían tomarse cumplidamente en consideración las futuras posibilidades de desarrollo del comercio y la necesidad de permitir las importaciones en cantidades comerciales.

c) Debería concederse especial consideración a las exportaciones de textiles de algodón de los países productores de algodón. En caso de aplicarse limitaciones, se debería conceder a estos países un trato más favorable en lo referente a contingentes, coeficientes de crecimiento y flexibilidad, dada la importancia de este comercio para los mencionados países, teniendo debidamente en cuenta lo dispuesto en el anexo B.

d) Las disposiciones del anexo B relativas a circunstancias y casos excepcionales deberían aplicarse con moderación a las exportaciones de los nuevos exportadores o de pequeños abastecedores y al comercio de textiles de algodón de los países en desarrollo productores de algodón.

e) Cuando se contemple imponer cualesquiera limitaciones a las exportaciones de nuevos exportadores, pequeños abastecedores y países productores de textiles de algodón, se deberá tomar en consideración el trato otorgado a exportaciones similares de los demás participantes y de países no participantes, con arreglo al párrafo 3 del artículo 8.

13. El Comité recordó que ha de tomarse en consideración el trato especial y diferenciado que debería concederse al comercio a que se refiere el párrafo 6 del artículo 6.

14. Los participantes acordaron cooperar plenamente para tratar los problemas relativos a la elusión del Acuerdo a la luz de las disposiciones de su artículo 8. Se acordó que, cuando se disponga de pruebas con respecto al verdadero país de origen y a las circunstancias de la elusión, las medidas administrativas apropiadas a que se hace referencia en el párrafo 2 del artículo 8 deberían comprender en principio el reajuste de los cargos a los contingentes existentes para tener en cuenta el verdadero país de origen, decidiéndose tal reajuste, así como el momento de hacerlo y el alcance del mismo, en consulta entre los países interesados, a fin de llegar a una solución mutuamente satisfactoria. Si no se llega a tal solución, cualquier participante interesado podrá someter el asunto al OVT de conformidad con lo dispuesto en el párrafo 2 del artículo 8.

15. Para conseguir el objetivo de liberalización del comercio, inscrito en el Acuerdo, el Comité reafirmó la necesidad de vigilar las políticas y medidas de reajuste y el proceso de reajuste autónomo a que se refiere el párrafo 4 del artículo 1. A tal fin, el Comité decidió establecer un Subcomité encargado de llevar a cabo las actividades anteriormente desempeñadas por el Grupo de trabajo sobre medidas de reajuste y de hacer un examen periódico de lo acontecido en materia de procesos autónomos de reajuste y de políticas y medidas encaminadas a facilitar el reajuste, así como en materia de producción y comercio de textiles, sobre la base de los materiales y de la información que habrán de facilitar las partes contratantes. El Subcomité informará periódicamente al Comité de los Textiles para que éste pueda cumplir con las obligaciones que le impone el párrafo 2 del artículo 10.

16. Los países participantes reafirmaron su compromiso de perseguir los objetivos de expansión del comercio, reducción de los obstáculos contrarios a éste y liberalización progresiva del comercio mundial de productos textiles, reconociendo al mismo tiempo que estos objetivos dependen también en medida importante de cuestiones que quedan fuera del alcance del Acuerdo, tales como las relativas a la reducción de los aranceles.

17. En el contexto de la eliminación progresiva de las limitaciones fijadas en virtud del Acuerdo, se concedería atención prioritaria a los sectores del comercio, por ejemplo, las mechas peinadas (tops) de lana, y a los abastecedores para los que el Acuerdo prevé el trato especial y más favorable a que se hace referencia en el artículo 6.

18. Los participantes reafirmaron la importancia del funcionamiento eficaz de los dos órganos del Acuerdo, el Comité de los Textiles y el OVT, en sus respectivas esferas de competencia. A este respecto, los participantes hicieron hincapié en la importancia de las funciones que corresponden al OVT de conformidad con lo establecido en el artículo 11 del AMF.

19. Los participantes reafirmaron asimismo que la misión del OVT es desempeñar las funciones señaladas en el artículo 11 de manera que contribuya a garantizar el funcionamiento eficaz y equitativo del Acuerdo y a promover la consecución de sus objetivos.

20. El Comité reconoció la necesidad de una estrecha colaboración entre los participantes para que el OVT pueda desempeñar eficazmente sus funciones.

21. Los participantes tomaron nota también de que, en caso de que alguno o algunos de ellos no puedan aceptar las conclusiones o recomendaciones del Organo de Vigilancia de los Textiles, o en la eventualidad de que, después de las recomendaciones de éste, sigan planteándose problemas entre las partes, podrá recurrirse a los procedimientos establecidos en los párrafos 8, 9 y 10 del artículo 11.

22. Los participantes reafirmaron la importancia del artículo 7 para el funcionamiento eficaz del Acuerdo.

23. Se estimó que, con objeto de asegurar el buen funcionamiento del AMF, todos los participantes deberían abstenerse de aplicar a los textiles comprendidos en el Acuerdo medidas no previstas en sus disposiciones, sin antes haber agotado todas las medidas de corrección en él contempladas.

24. Teniendo en cuenta el carácter evolutivo y cíclico del comercio de los textiles y la importancia que tiene, tanto para los países importadores como para los exportadores, la solución previa de los problemas de manera constructiva y equitativa en interés de todas las partes involucradas, y sobre la base de las conclusiones mencionadas en los párrafos 1 a 23 supra, que reemplazan en su totalidad a las adoptadas el 14 de diciembre de 1977, el Comité de los Textiles decidió que el Acuerdo debería prorrogarse por un período de cuatro años y siete meses, confirmándolo mediante la firma, a partir del 22 de diciembre de 1981, de un Protocolo a tal efecto.

For the Argentine Republic:

For the Commonwealth of Australia:

For the Republic of Austria:

For the People's Republic of Bangladesh:

For Barbados:

For the Kingdom of Belgium:

For the People's Republic of Benin:

For the Federative Republic of Brazil:

For the Socialist Republic of the Union of Burma:

For the Republic of Burundi:

For the United Republic of Cameroon:

For Canada:

For the Central African Republic:

For the Republic of Chad:

For the Republic of Chile:

For the Republic of Colombia:

For the People's Republic of the Congo:

For the Republic of Cuba:

For the Republic of Cyprus:

Pour la République argentine:

Pour le Commonwealth d'Australie:

Pour la République d'Autriche:

Pour la République populaire du Bangladesh:

Pour la Barbade:

Pour le Royaume de Belgique:

Pour la République populaire du Bénin:

Pour la République fédérative du Brésil:

Pour la République socialiste de l'Union birmane:

Pour la République du Burundi:

Pour la République-Unie du Cameroun:

Pour le Canada:

Pour la République centrafricaine:

Pour la République du Tchad:

Pour la République du Chili:

Pour la République de Colombie:

Pour la République populaire du Congo:

Pour la République de Cuba:

Pour la République de Chypre:

Por la República Argentina:

Por el Commonwealth de Australia:

Por la República de Austria:

Por la República Popular de Bangladesh:

Por Barbados:

Por el Reino de Bélgica:

Por la República Popular de Benín:

Por la República Federativa del Brasil:

Por la República Socialista de la Unión Birmana:

Por la República de Burundi:

Por la República Unida del Camerún:

Por el Canadá:

Por la República centroafricana:

Por la República del Chad:

Por la República de Chile:

Por la República de Colombia:

Por la República Popular del Congo:

Por la República de Cuba:

Por la República de Chipre:

For the Czechoslovak Socialist Republic:

For the Kingdom of Denmark:

For the Dominican Republic:

For the Arab Republic of Egypt:

For the Republic of Finland:

For the French Republic:

For the Gabonese Republic:

For the Republic of the Gambia:

For the Federal Republic of Germany:

For the Republic of Ghana:

For the Hellenic Republic:

For the Republic of Guyana:

For the Republic of Haiti:

For the Hungarian People's Republic:

For the Republic of Iceland:

For the Republic of India:

For the Republic of Indonesia:

For Ireland:

Pour la République socialiste tchécoslovaque:

Pour le Royaume du Danemark:

Pour la République dominicaine:

Pour la République arabe d'Egypte:

Pour la République de Finlande:

Pour la République française:

Pour la République gabonaise:

Pour la République de Gambie:

Pour la République fédérale d'Allemagne:

Pour la République du Ghana:

Pour la République hellénique:

Pour la République de Guyane:

Pour la République d'Haïti:

Pour la République populaire hongroise:

Pour la République d'Islande:

Pour la République de l'Inde:

Pour la République d'Indonésie

Pour l'Irlande:

Por la República Socialista Checoslovaca:

Por el Reino de Dinamarca:

Por la República Dominicana:

Por la República Arabe de Egipto:

Por la República de Finlandia:

Por la República Francesa:

Por la República Gabonesa:

Por la República de Gambia:

Por la República Federal de Alemania:

Por la República de Ghana:

Por la República Helénica:

Por la República de Guyana:

Por la República de Haití:

Por la República Popular Húngara:

Por la República de Islandia:

Por la República de la India:

Por la República de Indonesia:

Por Irlanda:

For the State of Israel:	*Pour l'Etat d'Israël:*	*Por el Estado de Israel:*
For the Italian Republic:	*Pour la République italienne:*	*Por la República Italiana:*
For the Republic of the Ivory Coast:	*Pour la République de Côte d'Ivoire:*	*Por la República de la Costa de Marfil:*
For Jamaica:	*Pour la Jamaïque:*	*Por Jamaica:*
For Japan:	*Pour le Japon:*	*Por el Japón:*
For the Republic of Kenya:	*Pour la République du Kenya:*	*Por la República de Kenya:*
For the Republic of Korea:	*Pour la République de Corée:*	*Por la República de Corea:*
For the State of Kuwait:	*Pour l'Etat du Koweït:*	*Por el Estado de Kuwait:*
For the Grand Duchy of Luxembourg:	*Pour le Grand-Duché de Luxembourg:*	*Por el Gran Ducado de Luxemburgo:*
For the Democratic Republic of Madagascar:	*Pour la République démocratique de Madagascar:*	*Por la República Democrática de Madagascar:*
For the Republic of Malawi:	*Pour la République du Malawi:*	*Por la República de Malawi:*
For Malaysia:	*Pour la Malaisie:*	*Por Malasia:*
For the Republic of Malta:	*Pour la République de Malte:*	*Por la República de Malta:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*	*Por la República Islámica de Mauritania:*
For Mauritius:	*Pour Maurice:*	*Por Mauricio:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*	*Por el Reino de los Países Bajos:*
For New Zealand:	*Pour la Nouvelle-Zélande:*	*Por Nueva Zelandia:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*	*Por la República de Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*	*Por la República del Niger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale du Nigéria:*	*Por la República Federal de Nigeria:*
For the Kingdom of Norway:	*Pour le Royaume de Norvège*	*Por el Reino de Noruega:*

For the Islamic Republic of Pakistan:

Pour la République islamique du Pakistan:

Por la República Islámica del Pakistán:

For the Republic of Peru:

Pour la République du Pérou:

Por la República del Perú:

For the Republic of the Philippines:

Pour la République des Philippines:

Por la República de Filipinas:

For the Polish People's Republic:

Pour la République populaire de Pologne:

Por la República Popular Polaca:

For the Portuguese Republic:

Pour la République portugaise:

Por la República Portuguesa:

For the Socialist Republic of Romania:

Pour la République socialiste de Roumanie:

Por la República Socialista de Rumania:

For the Rwandese Republic:

Pour la République rwandaise:

Por la República Rwandesa:

For the Republic of Senegal:

Pour la République du Sénégal:

Por la República del Senegal:

For the Republic of Sierra Leone:

Pour la République de Sierra Leone:

Por la República de Sierra Leona:

For the Republic of Singapore:

Pour la République de Singapour:

Por la República de Singapur:

For the Republic of South Africa:

Pour la République sud-africaine

Por la República de Sudáfrica:

For the Spanish State:

Pour l'Etat espagnol:

Por el Estado Español:

For the Democratic Socialist Republic of Sri Lanka:

Pour la République socialiste démocratique de Sri Lanka:

Por la República Socialista Democrática de Sri Lanka:

For the Republic of Suriname:

Pour la République du Suriname

Por la República de Suriname:

For the Kingdom of Sweden:

Pour le Royaume de Suède:

Por el Reino de Suecia:

For the Swiss Confederation:

Pour la Confédération suisse:

Por la Confederación Suiza:

For the United Republic of Tanzania:

Pour la République-Unie de Tanzanie:

Por la República Unida de Tanzania:

For the Togolese Republic:

Pour la République togolaise:

Por la República Togolesa:

For the Republic of Trinidad and Tobago:

Pour la République de Trinité-et-Tobago

Por la República de Trinidad y Tabago:

For the Republic of Tunisia:	*Pour la République tunisienne:*	*Por la República de Túnez:*
For the Republic of Turkey:	*Pour la République turque:*	*Por la República de Turquía:*
For the Republic of Uganda:	*Pour la République de l'Ouganda*	*Por la República de Uganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*	*Por el Reino Unido de Gran Bretaña e Irlanda del Norte:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*	*Por los Estados Unidos de América:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*	*Por la República del Alto Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*	*Por la República Oriental del Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République fédérative socialiste de Yougoslavie:*	*Por la República Federativa Socialista de Yugoslavia:*
For the Republic of Zaire:	*Pour la République du Zaïre:*	*Por la República del Zaire:*
For the Republic of Zimbabwe:	*Pour la République du Zimbabwe:*	*Por la República de Zimbabwe:*
For the European Economic Community:	*Pour la Communauté économique européenne:*	*Por la Comunidad Económica Europea:*
For the Republic of Bolivia:	*Pour la République de Bolivie:*	*Por la República de Bolivia:*
For the Republic of El Salvador:	*Pour la République d'El Salvador:*	*Por la República de El Salvador:*
For the Republic of Guatemala:	*Pour la République du Guatemala:*	*Por la República de Guatemala:*
For the United Mexican States:	*Pour les Etats-Unis du Mexique:*	*Por los Estados Unidos Mexicanos:*
For the Republic of Paraguay:	*Pour la République du Paraguay:*	*Por la República del Paraguay:*
For the Kingdom of Thailand:	*Pour le Royaume de Thaïlande:*	*Por el Reino de Tailandia:*

I hereby certify that the foregoing text is a true copy of the Protocol Extending the Arrangement Regarding International Trade in Textiles, done at Geneva on 22 December 1981, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole portant prorogation de l'Arrangement concernant le commerce international des textiles établi à Genève le 22 décembre 1981, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Protocolo de Prórroga del Acuerdo relativo al comercio internacional de los textiles, hecho en Ginebra el 22 de diciembre de 1981 de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

A. DUNKEL

Director-General
Geneva

Directeur général
Genève

Director General
Ginebra

U.S. GOVERNMENT PRINTING OFFICE 1983 O—24-363

10324

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10324

TRADE IN TEXTILES AND TEXTILE PRODUCTS

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending and Extending the
Agreement of February 26, 1979,
as Amended

Effected by Exchange of Letters
Signed at Washington December 23 and 24, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Trade in Textiles and Textile Products

Agreement amending and extending the agreement of February 26, 1979, as amended.
Effected by exchange of letters
Signed at Washington December 23 and 24, 1981;
Entered into force December 24, 1981.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Mexican Ambassador

DEPARTMENT OF STATE
Washington, D.C. 20520

December 23, 1981

His Excellency
Hugo B. Margain
Ambassador of Mexico
Embassy of Mexico
2829 16th St., N.W.
Washington, D.C. 20009

Excellency:

I refer to paragraph 19 of the Agreement between the United States and Mexico relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes February 26, 1979, as amended,[1] ("the Agreement"), and to recent discussions between representatives of the Government of the United States of America and the Government of the United Mexican States in Geneva, Switzerland.

As a result of these discussions, and on behalf of my Government, I have the honor to propose that the said Agreement be extended with all provisions therein continuing, for the period of four calendar years from January 1, 1982, through December 31, 1985, with the following modifications:

a) Restraints for Sub-category 604, acrylic yarns, corresponding to TSUS No. 310.5049, shall be removed as of the effective date of this extension;

b) Any shortfall available at the end of 1981 may be used in 1982 in the manner established in the Agreement; and

c) Annex B shall be amended to read as shown in Attachment 1.

If these proposals are acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9419, 9662, 9773, 9839, 9912; 30 UST 3643; 31 UST 5127; 32 UST.

ATTACHMENT 1

Specific Limits and Sub-Limits

Category	Description	Units	Specific Limits 1982	1983	1984	1985
335	Women's,Girls' and Infants Coats	DOZ	39,302	42,053	44,997	48,147
338/339	Knit Shirts and Blouses	DOZ	450,884	482,446	516,217	552,352
347/348	Trousers	DOZ	645,139	690,299	738,620	790,323
(347)	Men's and Boy's	DOZ	(387,084)	(414,180)	(443,173)	(474,195)
(348)	Women's, Girls' and Infants'	DOZ	(387,084)	(414,180)	(443,173)	(474,195)
633	Men's and Boy's Suit-Type Coats	DOZ	57,530	61,557	65,866	70,476
634/634	Other Coats	DOZ	327,956	350,913	375,477	401,760
(634)	Men's and Boys' Other Coats	DOZ	(196,774)	(210,548)	(225,287)	(241,057)
(635)	Women's, Girls and Infants Coats	DOZ	(196,774)	(210,548)	(225,287)	(241,057)
638/639	Knit Shirts and Blouses	SYE	15,770,509	16,874,444	18,055,655	19,319,551
(638)	Men's and Boys'	SYE	(9,462,305)	(10,124,667)	(10,833,393)	(11,591,731)
(639)	Women's, Girl's and Infants'	SYE	(9,462,305)	(10,124,667)	(10,833,393)	(11,591,731)
641	Blouses, Not Knit	DOZ	324,909	347,652	371,988	398,027
647/648	Trousers	DOZ	1,603,808	1,716,075	1,836,200	1,964,734
(647)	Men's and Boys'	DOZ	(962,285)	(1,029,645)	(1,101,720)	(1,178,841)
(648)	Women's, Girls' and Infants'	DOZ	(962,285)	(1,029,645)	(1,101,720)	(1,178,841)
649	Brassieres,etc.	DOZ	2,788,608	2.983,896	3,192,768	3,416,262

TIAS 10324

The Mexican Ambassador to the Deputy Assistant Secretary of State. Trade and Commercial Affairs

Embajada de México

03924

Washington, D. C.,
24 de diciembre de 1981

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington, D. C. 20520

Estimado señor Kopp:

Tengo el honor de acusar recibo de su carta de fecha 23 de diciembre de 1981, en la que hace referencia al párrafo 19 del Convenio entre México y los Estados Unidos sobre el Comercio de Textiles de Algodón, Lana y Fibras Artificiales, y anexos, formalizado mediante intercambio de notas el 26 de febrero de 1979, con sus modificaciones, ("el Convenio") y a recientes negociaciones entre representantes del gobierno de México y del gobierno de los Estados Unidos, celebradas en Ginebra, Suiza.

Deseo confirmar, en nombre del Gobierno de México la propuesta de prorrogar el Convenio mencionado con todas sus disposiciones, por un período de cuatro años calendario, del 1° de enero de 1982 al 31 de diciembre de 1985, con las siguientes modificaciones:

a) Eliminar a partir de la fecha en que se renueva el Convenio, las restricciones a la subcategoría 604, hilos de acrílico, correspondiente a la TSUS 310.5049.

../2

Embajada de México

b) Cualquier cantidad no utilizada al final de 1981 podrá ser usada en 1982, conforme a lo estipulado en el Convenio, y

c) El anexo B será modificado de manera que contenga lo indicado en el agregado 1 de su carta.

Lo anteriormente expresado, concuerda con los arreglos aceptados en conversaciones previas celebradas entre representantes de ambos gobiernos.

Por lo tanto, su carta y esta carta de confirmación, constituirán una enmienda al Convenio.

Atentamente,

Hugo B. Margáin
Embajador

MEE/lma.

TRANSLATION

Embassy of Mexico

Washington, D. C., December 24, 1981

No. 03924

Mr. Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, D. C. 20520

Dear Mr. Kopp:

I have the honor to acknowledge receipt of your letter of December 23, 1981, referring to paragraph 19 of the Agreement between the United States and Mexico relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on February 26, 1979, as amended, ("the Agreement"), and to recent discussions between representatives of the Government of the United States and the Government of Mexico in Geneva, Switzerland.

On behalf of the Government of Mexico, I wish to confirm the proposal to extend the aforementioned Agreement with all provisions therein for a period of four calendar years from January 1, 1982, through December 31, 1985, with the following modifications:

a. Removal, as of the date of renewal of the Agreement, of the restraints for Sub-category 604, acrylic yarns, corresponding to TSUS No. 310.5049.

b. Any shortfall available at the end of 1981 may be used in 1982 in the manner established in the Agreement; and

c. Annex B shall be amended to read as shown in Attachment 1 to your letter.

The foregoing agrees with the arrangements accepted in previous discussions between representatives of both governments.

Therefore, your letter and this letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Hugo B. Margain

Hugo B. Margain
Ambassador

U.S. GOVERNMENT PRINTING OFFICE : 1983 O--24-364

10325

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10325

SPACE COOPERATION

Vehicle Tracking and Communication Facility

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DEPOSITORY 376

Agreement Between the
UNITED STATES OF AMERICA
and SENEGAL

Amending the Agreement of
January 30 and February 5, 1981

Effected by Exchange of Notes
Dated at Dakar November 30 and
December 22, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SENEGAL

Space Cooperation: Vehicle Tracking and Communication Facility

Agreement amending the agreement of January 30 and February 5, 1981.
Effected by exchange of notes
Dated at Dakar November 30 and December 22, 1981;
Entered into force December 22, 1981.

The American Embassy to the Senegalese Ministry of Foreign Affairs

No. 208

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 15932 of November 10, 1981,[1] agreeing to meetings between Senegalese and American communications experts for the purpose of discussing a proposed augmentation of the space vehicle tracking and communication facility at the Gandoul Earth Station.

The American experts have completed their discussions in Senegal and have returned to the United States. Accordingly, the Government of the United States now proposes that the original agreement between the two governments establishing a space vehicle tracking and communication facility be amended. This agreement is contained in the Embassy's diplomatic note No. 016 of January 30, 1981, and the Ministry's reply in note No. 1431 of February 5, 1981.[2] The following amendments are suggested :

1) In the preamble, the last sentence of the initial paragraph, substitute "voice, telemetry, and command relay communication support" for existing "voice communications support."

2) Amend the opening sentence of para (2) to read: "A voice communications facility..."

3) In paragraph (2), add the following as the last sentence: "A telemetry, voice, and command facility, which will be located as close as practicable to the Gandoul Earth Station, will consist of necessary electronic equipment vans, a modular maintenance and repair building, and an additional pedestal-mounted antenna."

---

[1] Not printed.
[2] TIAS 10088; 33 UST.

As modified, the complete text of the agreement would read as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 17181 of November 29, 1980, [1] and the Embassy's diplomatic note No. 193 of October 9, 1980, regarding the establishment and operation of a space vehicle tracking and communication facility. Such a facility would become part of a worldwide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice, telemetry, and command relay communication support to the astronauts and other shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

(1) Implementation of the activities provided for under this agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating Agency will be the National Aeronautics and Space Administration or any other entity designated by NASA. On the part of the Government of the Republic of Senegal, the Cooperating Agency will be TELESENEGAL.

(2) A voice communication facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers; installation for any needed point-to-point communications beyond that already available from authorized telecommunications carrier, necessary support buildings, and power generation equipment. A telemetry, voice, and command facility, which will be located as close as practicable to the Gandoul Earth Station, will consist of necessary electronic equipment vans, a modular maintenance building, and an additional pedestal-mounted antenna.

[1] Not printed.

(3) The Government of Senegal will make available suitable site and rights of way for the facility and an agreed location at no cost to the Government of the United States; the site to remain the property of the Government of Senegal.

(4) All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

(5) The communications services of the Government of Senegal and its instrumentalities shall be used, to the maximum extent practical, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the relevant Senegalese authorities. The Government of Senegal shall take whatever means are practical to maintain freedom from harmful radio interference, investigate any interference to reception at the facility, and take all reasonable steps to secure the cessation of such interference.

(6) The Government of Senegal will facilitate the installation of any communication lines, power and water required at the site.

(7) Construction of the facility shall be by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work, with the prior approval of the specifications by TELESENEGAL. Maximum use shall be made of materials and supplies available locally.

(8) The Senegalese Government shall, in accordance with its laws, regulations and procedures facilitate the admission into Senegal of materials, equipment, supplies, goods or property furnished by the Government of the United States for the purposes of this facility. No duties, taxes or like charges shall be levied on such property imported for use in such activities.

(9) The United States Government shall retain title to equipment, supplies and other movable property provided by it or acquired in Senegal by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Senegal at its own expense and free from export duties or similar charges, upon the termination of this Agreement. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be offered, in accordance with the laws and administrative procedures of the United States to the Senegalese Cooperating Agency. If the latter should not desire the property in that instance, disposal of the property by the Embassy of the United States of America in Dakar should be accomplished under conditions acceptable to both Governments.

(10) The Government of Senegal will, subject to its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Senegal of such United States personnel, including contractor personnel, as may be assigned by the United States Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement.

(11) The United States personnel sent to Senegal by the United States Cooperating Agency for the purposes of activities under this Agreement shall be free of any local salary or residence/domicile taxes.

(12) The Government of Senegal will facilitate the obtaining/waiving of any local work permits.

(13) It is understood that the execution of this Agreement depends on funds allocated and voted by the Congress of the United States.

(14) Each cooperating agency may make public, after consultation with the other, information concerning this activity which requires the participation of the other agency.

(15) The facility would be available for visits by the general public. Scheduling, regulation of access, and other arrangements for such visits shall be as agreed between designated representatives of each cooperating agency.

(16) Within the context of this agreement, NASA will provide for the training of six Senegalese technicians in station operation and maintenance. This will be accomplished by on-the-job utilization at the station site, with details determined by joint agreement between the parties.

(17) In connection with the facility, the cooperating agencies are authorized to conclude supplementary arrangements from time to time as required to carry out the activities of this Agreement.

(18) The Government of the United States anticipates that the Station will be required for use until January 1, 1984. The Agreement will remain in force until that date and may be further extended by agreement of the two governments.

The Embassy has the honor to suggest that if the Senegalese Government concurs in the proposals outlined above, the present Note and the Ministry's confirmatory reply shall together constitute and evidence an Agreement between the two governments on the matter.

The Embassy takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Dakar, 30 November, 1981

EMBASSY OF THE UNITED STATES OF AMERICA DAKAR

7

The Senegalese Ministry of Foreign Affairs to the American Embassy

SCK/nn 7/12/1981

REPUBLIQUE DU SENEGAL

MINISTERE
DES AFFAIRES ETRANGERES

No 016104 /MAE/DAJC/CAI/

Dakar, le 22 DEC. 1981

Le ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à Sa note verbale n° 208 du 30 novembre 1981, a l'honneur de porter à Sa connaissance ce qui suit :

- Le gouvernement de la République du Sénégal approuve les propositions de modifications de l'Accord relatif à l'installation de la Station de communication terrestre de la "Navette spatiale", contenues dans la note verbale de l'Ambassade indiquée ci-dessus.

Lesdites modifications permettront l'extension des installations de repérage en vue de soutenir les communications par voix, télémétrie et instruments de commande qui consisteront à l'aménagement de fourgons équipés d'appareils électroniques, un bâtiment d'entretien et une antenne supplémentaire montée sur support.

Le ministère confirme que l'échange de la présente note et celle de l'Ambassade devra constituer la preuve d'un accord entre le gouvernement de la République du Sénégal et le gouvernement des Etats-Unis

d'Amérique, sur l'installation de la station de communications terrestre à GANDOUL pour assister le programme de vols de la "Navette spétiale".

Le ministère des Affaires étrangères de la République du Sénégal saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar, les assurances de sa haute considération./-

AMBASSADE DES ETATS-UNIS D'AMERIQUE

DAKAR

TRANSLATION

Republic of Senegal
Ministry of Foreign Affairs

No. 18104/MAE/DAJC/CAI.

Dakar, December 22, 1981

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America at Dakar and, with reference to its note verbale No. 208 of November 30, 1981,[1] has the honor to inform it of the following:

The Government of the Republic of Senegal approves the proposed amendments to the Agreement concerning the establishment of the "Space Shuttle" Earth Station contained in the Embassy's aforementioned note verbale.

The aforementioned amendments will make it possible to augment the tracking facilities with a view to voice, telemetry, and command instruments communication support, which will consist of electronic equipment vans, a maintenance building, and an additional pedestal-mounted antenna.

The Ministry confirms that the exchange of this note and that of the Embassy shall constitute evidence of an agreement between the Government of the Republic of Senegal and the Government of the United States of America concerning the establishment of the Gandoul Earth Station to assist the "Space Shuttle" flight program.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States at Dakar the assurances of its high consideration.

[Initialed]

[SEAL]

Embassy of the United States of America,
Dakar.

[1] Not printed.

U.S. GOVERNMENT PRINTING OFFICE : 1985 O-24-365

327

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10327

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Agreement Between the
UNITED STATES OF AMERICA
and CUBA

Extending the Provisional Application
of the Agreement of December 16, 1977,
as Extended

Effected by Exchange of Notes
Signed at Washington, December 16
and 28, 1981

S9.10:

READEX FICHE best copy available

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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CUBA

Maritime Boundary

Agreement extending the provisional application of the agreement of December 16, 1977, as extended.
Effected by exchange of notes
Signed at Washington December 16 and 28, 1981;
Entered into force December 28, 1981.

The Czechoslovak Ambassador to the Secretary of State

EMBASSY OF THE CZECHOSLOVAK SOCIALIST REPUBLIC

Washington,D.C.,Diciembre 16,1981

Excelencia:

Con relación a la representación que ostento de los intereses de la República de Cuba en los Estados Unidos de América, tengo el honor de referirme al Acuerdo de Frontera Marítima entre la República de Cuba y los Estados Unidos de América, firmado el 16 de Diciembre de 1977 y al Acuerdo de los Gobiernos de Cuba y los Estados Unidos de América estipulado en el Artículo V, para aplicar los términos de ese Acuerdo provisionalmente a partir del 1ro. de Enero de 1978, por un período de dos años, hasta tanto entrase en vigor permanentemente en la fecha de intercambio de los instrumentos de ratificación y al acuerdo entre los Gobiernos de Cuba y de los Estados Unidos de América, celebrado en Washington por canje de notas del 28 de Diciembre de 1979, de continuar aplicando provisionalmente el Acuerdo de Frontera Marítima firmado en Washington el 16 de Diciembre de 1977 desde el 1ro. de Enero de 1980, por un período de dos años, que vencerá el 31 de Diciembre de 1981.

En nombre del Gobierno de la República de Cuba, propongo que los términos del Acuerdo de Frontera Marítima de 16 de Diciembre

Hon. Alexander M. Haig
Secretario de Estado
Washington,D.C.

de 1977, continúen aplicándose provisionalmente desde el 1ro. de Enero de 1982, por un período de dos años, hasta tanto entre en vigor de manera permanente en la fecha de intercambio de los instrumentos de ratificación.

Si la antedicha propuesta es aceptable al Gobierno de los Estados Unidos de América, propongo que la presente nota y la respuesta del Departamento de Estado de los Estados Unidos de América a la misma constituyan un acuerdo entre los Gobiernos de la República de Cuba y de los Estados Unidos de América de continuar aplicando provisionalmente desde el 1ro. de enero de 1982, por un período de dos años, hasta tanto entre en vigor de manera permanente el Acuerdo de 16 de Diciembre de 1977 sobre Frontera Marítima entre los dos países.

Acepte, Excelencia, el testimonio de mi más alta consideración.

Dr. Jaromir Johanes
Embajador

The Secretary of State to the Czechoslovak Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 28, 1981

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of December 16, 1981, which reads in the English translation thereof as follows:

"In connection with my representation of the interests of the Republic of Cuba in the United States of America, I have the honor to refer to the Maritime Boundary Agreement between the Republic of Cuba and the United States of America signed on December 16, 1977, to the agreement between the Governments of Cuba and the United States of America specified in Article V to apply the terms of that Agreement provisionally from January 1, 1978, for a period of two years pending its entry into force permanently on the date of exchange of instruments of ratification, and to the agreement between

His Excellency
Dr. Jaromir Johanes,
Ambassador of the Czechoslovak
Socialist Republic.

the Governments of Cuba and the United States of America concluded in Washington by exchange of notes on December 28, 1979,[1] to continue to apply provisionally the Maritime Boundary Agreement signed in Washington on December 16, 1977, from January 1, 1980, for a period of two years, which will expire on December 31, 1981.

"On behalf of the Government of the Republic of Cuba, I propose that the terms of the Maritime Boundary Agreement of December 16, 1977, continue to apply provisionally from January 1, 1982, for a period of two years, pending its entry into force permanently on the date of exchange of instruments of ratification.

"If the above-mentioned proposal is acceptable to the Government of the United States of America, I propose that this note and the reply of the United States Department of State thereto constitute an agreement between the Governments of the Republic of Cuba and the United States of America to continue to apply provisionally from January 1, 1982, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries of December 16, 1977.

"Accept, Excellency, the assurances of my highest consideration."

[1] Exchange of notes Dec. 27 and 28, 1979. TIAS 9732; 32 UST.

I wish to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's note which, with this reply, constitutes an agreement between the Governments of the United States of America and Cuba to continue to apply provisionally from January 1, 1982, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries of December 16, 1977.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State: [1]

Stephen W. Bosworth

[1] Stephen W. Bosworth.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-495

10328

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10328

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and EGYPT

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Signed at Cairo December 21, 1981

with

Agreed Minutes
Signed at Cairo December 16, 1981

and

Amending Agreement
Effected by Exchange of Notes
Signed at Washington February 5, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

EGYPT

Agricultural Commodities

Agreement signed at Cairo December 21, 1981;
Entered into force December 21, 1981.
With agreed minutes
Signed at Cairo December 16, 1981.
And amending agreement
Effected by exchange of notes
Signed at Washington February 5, 1982;
Entered into force February 5, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Arab Republic of Egypt agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed June 7, 1974,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. COMMODITY TABLE:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (Dols. Million)
Wheat	1982	600,000	105.0
Wheat Flour (Grain Equivalent Basis)	1982	500,000	95.0
TOTAL		1,100,000	200.0

Item II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Thirty-one (31).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

[1] TIAS 7855; 25 UST 1245.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	2.5 million

Item IV. EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

Item V. SELF-HELP MEASURES:

A. The Government of Egypt agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Policy and Planning

a. Review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

b. Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

c. Increase incentives for domestic food crop production. The GOE will continue to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE. The GOE will conduct an analysis during FY 1982 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of reducing the differences between the domestic and world prices of wheat. In assessing supply management, the government will give procurement priority to the full

utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

2. Agricultural Research and Extension

Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979.[1] The review will:

a. Identify constraints for effectively managing the agricultural research/extension/dissemination system;

b. Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

c. Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

d. Evaluate results from previous Egyptian agricultural research projects and disseminate those mostly likely to support increased small farmer productivity; and

e. Develop priorities for funding of applied research project activities.

[1] Not printed.

3. Water Conservation and On-Farm Management
Assess the structural and institutional options for promoting the conservation and better on-farm management of water, e.g. pricing water so that water constitutes an input cost.

4. Land Investment and Operation and Maintenance
Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

5. The GOE will take the following steps to permit private importers to import 400,000 MT of fertilizer:
   a. Make foreign exchange available to them at the official exchange rate, and
   b. Allocate local currency which permits sale of the fertilizer at 150 percent of full subsidy.

6. Continue discussions of ways to improve the climate for U.S. private investment in Egyptian agri-business sector.

Item VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Egypt for the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and

for development in the agricultural and rural development sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement, done at Cairo, in duplicate, the day of 21 December, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Alfred Atherton Jr.
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By: a. a. nouh
Name: Ahmed Ahmed Nouh
Title: Minister of Supply and Home Trade

IN ACKNOWLEDGEMENT OF the foregoing agreement, representatives of the implementing organizations have subscribed their names:

By: A. Megwid
Name: Abdel Razzak Abdel Meguid
Title: Deputy Prime Minister for Economic and Financial Affairs and Minister of Economy, Finance and Planning

By: Mahmoud Dawood
Name: Mahmoud Mohamed Dawood
Title: Minister of State for Agriculture and Food Security

AGREED MINUTES OF THE NEGOTIATIONS OF THE U.S. FISCAL YEAR 1982 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,[1] OF THE UNITED STATES OF AMERICA

1. Commodity Composition. The proposed commodity composition, as shown in Part II, Item I of the proposed agreement, provides for 1.1 million metric tons of wheat and wheat flour on a grain equivalent basis having an export market value of $200 million. This proposed agreement provides for the total U.S. Fiscal Year 1982 GOE allocation for wheat flour. In subsequent amendments the Title III allocation and the balance of the Title I allocation, as applicable, will be added in order to provide for the entire program level set at $275 million.

It was pointed out that Part I, Article I(E) of the proposed agreement provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values contained in Part II of the proposed agreement, the quantity to be financed under the proposed agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities to be financed may be limited to those specified in Part II.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. Commodity Deliveries. In order to expedite implementation of the proposed agreement after signature, the GOE representatives were encouraged during the negotiations to make an early request, through their Embassy in Washington, D.C., for purchase authorizations (PA's). The GOE representatives were also reminded of the need to open Letters of Credit promptly for both the commodity and the freight after PA's are issued, and commodities purchased and vessels booked. The supply period for the proposed agreement is the U.S. fiscal year 1982.

3. Payment Terms. The proposed payment terms are shown in Part II, Item II of the proposed agreement. They are the same as in the previous year's agreement (FY 1981).

4. Usual Marketing Requirements (UMR's). Part II, Item III of the proposed agreement provides for a UMR of 2.5 million metric tons of wheat and wheat flour (grain equivalent basis) during U.S. fiscal year 1982. This is the same as in the previous year's agreement (FY 1981). The GOE representatives were reminded that Section 103 (O) of the PL 480 legislation requires that the U.S. trade be provided the opportunity to compete for any increase in commercial purchases of wheat flour during the coming year.

5. Export Limitations. The provisions shown in Part II, Item IV, Paragraph A and B of the proposed agreement are standard.

6. Self-Help Measures and Use of Proceeds. Section 190(A) of PL 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita food production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is to take into particular account the extent to which they are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Section 106(B) provides that in negotiating agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries' people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional and population planning in accordance with Section 109 of PL 480 and which programs are likely to achieve the policy objectives of Sections 103 and 104, of the Foreign Assistance Act of 1961 as amended.

Part II, Item V of the proposed agreement specifies the self-help measures to be carried out by the recipient country

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[1] 87 Stat. 715; 22 U.S.C. § 2151a.

which may utilize the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the agreement. The GOE representatives agreed during the negotiations to provide a quarterly report on the progress of the wheat procurement program and make sufficient funds available to assure that producers receive published procurement prices on a timely basis.

7. Compliance and Reporting Requirements. The GOE representatives declared they are well aware of their responsibilities for submission of timely reports on compliance, shipping and arrival information (ADP sheets), self-help and use of sales proceeds, as required under the provisions of the agreement. The annual self-help report for 1982, normally required on December 1, 1982, will be submitted in September 1982 prior to the consideration of a Title I agreement for U.S. fiscal year 1983. It was agreed further that the annual self-help report will be accompanied by the receipt and expenditure report certified by the appropriate GOE audit authority.

8. Operational Considerations. The following operational considerations were discussed during the negotiations:

A) Purchase Authorizations. Information to expedite the PA issuance will be provided to the USDA prior to the signing of the agreement, including: 1) commodity specifications, 2) proposed contracting and delivery schedules, and 3) names and addresses of banks in

Egypt and U.S. commercial banks through which letters of credit for commodity ocean freight will be opened. The GOE representatives gave assurance that appropriate GOE authorities are prepared to make prompt transfer of funds to cover initial payment and the ocean freight costs on commodities purchased under the agreement.

B) Bellmon Determination. The GOE representatives provided information needed to update the Bellmon Determination.

C) Instructions and Authority. The GOE representatives gave assurances that arrangements have been made to relay to its Embassy in Washington, D.C. all instructions, information, and authority necessary to ensure timely implementation of the agreement, including: 1) information outlined in paragraph A above; 2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and 3) instructions to contact the Program Operations Division, Export Credits, Foreign Agricultural Service, USDA (Telephone 202-447-5780), for further assistance in implementing the agreement.

D) Regulatory/Legislative Requirements. The GOE representatives were reminded that, under current regulatory and legislative requirements: 1) purchase of food commodities under the agreement must be made on the basis of

invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures; 2) terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, FAS/USDA, prior to issuance; and 3) if the GOE nominates a purchasing and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager, FAS/USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS/USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E) Letters of Credit. The GOE representatives were informed during the negotiations that commodity and ocean freight suppliers may refuse to load vessels when accepted letters of credit for commodities or ocean freight are not available at the time of loading. This can result in costly claims by vessel owners for demurrage and by commodity suppliers for carrying charges.

With particular regard to ocean freight, GOE

representatives were advised that the GOE must open letters of credit for 100 percent of the ocean freight not less than 48 hours prior to the vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

It was also pointed out to the GOE representatives that where the ocean freight contract provides for demurrage/despatch, 90 percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

The GOE representatives gave assurances that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked.

F) Performance Bonds. The GOE representatives were advised during the negotiations that a standard performance bond

requirement that will be fair to, and provide adequate protection for, both buyer and seller will be incorporated in all recipient country IFB's before purchasing begins under the U.S. fiscal year 1982 program. The USDA is developing the appropriate language for this requirement and will coordinate its implementation with the GOE purchasing officials in Washington, D.C.

G) Establishing Claims. The GOE representatives agreed during the negotiations to develop and implement procedures for accurate identification of commodity loss and damage at the discharge port for the purpose of establishing claims in a timely manner.

H) Priority Berthing and Unloading. The GOE representatives reaffirmed during negotiations that the GOE would guarantee priority berthing and discharge at all Egyptian ports for U.S. flag vessels carrying U.S. agricultural commodities under the PL 480 program.

I) Identification and Publicity. The GOE representatives were reminded that Part I, Article III(1) of the Title I agreement provides that the government of the importing country shall undertake such measures as may be mutually agreed prior to their delivery, for identification and publicity of commodities to be received. This is as provided for in Section 103(I) of the PL 480 legislation.

9. Annex A. A letter dated December 3, 1981 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Ahmed Ahmed Nouh, Minister of Supply and Home Trade,[1] was reviewed and is made part of these minutes.

10. Annex B. A draft of the proposed agreement[1] was reviewed and is made part of these minutes.

DONE IN CAIRO THIS 16TH DAY OF DECEMBER, 1981.

Representing the Government of The United States of America:

Verle E. Lanier
Agricultural Counselor
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of The Arab Republic of Egypt:

I. Darwish 16-12-1981

Ibrahim Darwish
Deputy Chairman
General Authority for
Supply Commodities
Ministry of Supply and Home Trade
24, Gomhouria Street
Cairo

IN ACKNOWLEDGMENT OF the foregoing minutes, representatives of the implementing organizations have subscribed their names:

By: Youssef Wally
Name: Youssef Wally
Title: Chairman
Agricultural Development Committee for Foreign Aid
Foreign Relations Department
Ministry of Agriculture

By: F.I. 12/16/1981
Name: Fouad Iskander
Title: Senior Under Secretary of State for Economic Cooperation
Ministry of Economy

[1] Not printed.

The Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Excellency:

I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

(a) In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II, Item I, Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0", and insert "850,000" "150.0", (b) on line entitled "Wheat Flour (grain equivalent basis)", delete "95.0" and insert "100.0", and (c) on line entitled "Total" delete "1,100,000" "200.0", and insert "1,350,000" "250.0".

His Excellency
Dr. Ashraf A. Ghorbal,
Ambassador of Egypt.

(2) In Part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments-for 104(a) purposes".

(b) In addition to the new financing indicated in paragraph (a) above, the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981, as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
Alfred L. Atherton, Jr. [1]

I confirm the above understandings.

Richard E. Lyng [2]
for John R. Block
Secretary of Agriculture

5 FEB 1982

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[1] Alfred L. Atherton, Jr.
[2] Richard E. Lyng.

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the Secretary of State

MINISTRY OF ECONOMY
ECONOMIC CO OPERATION WITH U. S. A.
CAIRO - EGYPT

February 5, 1982

His Excellency

Alexander M. Haig
Secretary of State

United States of America

Excellency:

I have the honor to acknowledge receipt of your Note of February 5, 1982, which reads as follows:

Excellency, I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

a. In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II. Item I. Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0" and insert "850,000" "150.0". (b) On line entitled "Wheat Flour (Grain equivalent basis)", delete "95.0" and insert "100.0". (c) On line entitled "Total" delete "1,100,000" "200.0", and insert

"1,350,000" "250.0".

(2) In part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments -- for 104(a) purposes".

b. In addition to the new financing indicated in paragraph a above the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981 as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt

considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

M.A. FATTAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

[1]

In Witness:

Minister of Economy
& Foreign Trade
Fouad Hashem [2]

---

[1] Ashraf Ghorbal.
[2] Fouad Hashem.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-496

10329

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10329

NARCOTIC DRUGS

Salary Supplements

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Amending the Agreement of
December 3, 1979, as Amended

Effected by Exchange of Letters
Signed at Mexico December 29, 1981

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

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". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Narcotic Drugs: Salary Supplements

Agreement amending the agreement of December 3, 1979, as amended.
Effected by exchange of letters
Signed at Mexico December 29, 1981;
Entered into force December 29, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

December 29, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $2,000,000 the funding provided by our exchange of letters dated December 3, 1979, as amended two times thereafter.[1] This increase in funding of the Salary Supplements - Project No. 312801-0105 is from the U.S. Fiscal Year 1982 funds. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase "Two Million, Five Hundred and Forty-nine Thousand Dollars (U.S. $2,549,000)" in the second paragraph of our letter dated December 3, 1979, as previously amended, and substitute therefor the phrase, "Four Million, Five Hundred and Forty-nine Thousand Dollars (U.S. $4,549,000)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect and applicable to this agreement unless otherwise expressly modified herein.

[1] TIAS 9696, 9772, 9884; 31 UST 5918; 32 UST.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

The Mexican Attorney General to the American Ambassador

FORMA C.G. - 1 A

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., diciembre 29 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $2,000,000 los fondos proporcionados por medio de nuestra carta fechada 3 de diciembre de 1979, a su vez enmendada en dos ocasiones subsiguientes. Este incremento de fondos para sobre salarios bajo el proyecto número 312801-0105 proviene de fondos del año fiscal (U.S.) 1982. Además de tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Dos Millones, quinientos cuarenta y nueve mil dólares (U.S. $2,549,000)" en el segundo párrafo de nuestra carta de fecha de 3 de diciembre de 1979, como previamente enmendada, y substituir la frase, "Cuatro millones, quinientos cuarenta y nueve mil dólares (U.S. $4,549,000)."

TGA

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

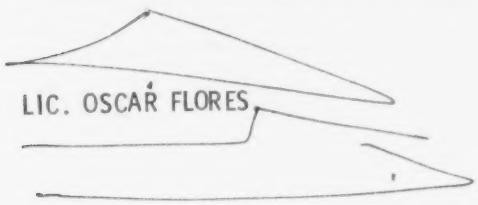
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., December 29, 1981

His Excellency
John Gavin
Ambassador Extraordinary and
Plenipotentiary of the United States
of America
Mexico, D.F.

Dear Mr. Ambassador:

I am pleased to reply to your communication of today's date, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1-2.]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-497

10330

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10330

DEFENSE

Pre-Positioning of Communications Assets

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the REPUBLIC of KOREA

Signed at Osan October 15 and
December 2 and 14, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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REPUBLIC OF KOREA

Defense: Pre-Positioning of Communications Assets

Memorandum of understanding signed at Osan October 15 and December 2 and 14, 1981;
Entered into force December 14, 1981.

MEMORANDUM OF UNDERSTANDING
한국공군과 한국해군
BETWEEN
및
THE UNITED STATES AIR FORCE
미공군간의 통신장비 사전배치에
AND
관한
THE REPUBLIC OF KOREA AIR FORCE
양 해 각 서
AND

THE REPUBLIC OF KOREA NAVY

CONCERNING

THE PRE-POSITIONING OF UNITED STATES AIR FORCE COMBAT

COMMUNICATIONS ASSETS IN THE REPUBLIC OF KOREA

I. Pursuant to Articles II and IV of the United States of America and the 한미 상호방위조약(54. 11. 17) 제2조 및 제4조와 한미 행정협정(67. Republic of Korea (US-ROK) Mutual Defense Treaty, effective 17 November 1954,[1] 2. 9) 제4조 및 제25조에 의거, 한국 공군과 한국 해군 및 미공군 대표자는 and Articles IV and XXV of the US-ROK Status of Forces Agreement (SOFA), 다음 사항을 체결한다.
effective 9 February 1967,[2] the following agreement is entered into by

representatives of the United States Air Force (USAF), the Republic of Korea

Air Force (ROKAF), and the Republic of Korea Navy (ROKN). The Joint Committee
1977년 9월 26일자
by Memorandum dated 26 September 1977, has approved the US Forces use of
각서에 의한 공동의원회는 이다 기술된 한국 시설물의 미군측 사용을 승인하였다.
portions of the below named ROK installations hereafter described and delineated.

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[1] Signed Oct. 1, 1953. TIAS 3097; 5 UST 2368.
[2] Signed July 9, 1966. TIAS 6127; 17 UST 1677.

II. The purpose of this agreement is to provide instructions and guidance
본 양해각서의 목적은 우발사태에 대비하여 한국 공군기지(청주, 사천,
necessary to establish support requirements for pre-positioning USAF-owned
수원, 예천) 에 미공군 통신장비를 사전 배치하기 위한 지원 요구를 책정하는데
combat communications assets at the following ROK Air Bases: Cheong Ju,
필요한 지침을 제공하기 위함이다.
Sachon, Suwon and Yechon. The ROKN will allow the use of Pohang Air Station.
한국 해군은 포항 항공기지의 사용을 승인한다.
The pre-positioning of said assets will enhance the capability of the USAF
본 장비의 사전 배치로 인하여 미공군의 대한민국 방어 지원능력이 증가할
to support its mission in the defense of the Republic of Korea.
것이다.

1. The USAF retains the right to withdraw any or all of these assets from
미공군은 한국 공군 및 해군과의 사전 협조나 동의없이 언제라도
Korea to support USAF objectives elsewhere at any time and without prior
한국으로부터 본 장비의 일부분 또는 전부를 철수할 권한을 보유한다.
coordination or consultation with ROKAF or ROKN.

III. A Joint Coordinating Group (JCG) will be appointed to coordinate ROKAF,
본 양해각서의 조항 및 조건에 따라 한국공군, 한국해군 및 미공군간의
ROKN, and USAF responsibilities under the term and conditions of this agreement.
책임을 조정하기 위해 합동 협조단(JCG)을 구성한다.
This group shall consist of representatives as directed by the Joint Chairmen.
본 협조단은 공동의장이 지명한 대표들로 구성되며 합동 협조단의 공동의장은
The 314th Air Division Deputy Chief of Staff, Communications-Electronics, the
한국공군 작전사령부 통전처장, 한국 해군 함대 항공단 군수참모, 미공군 제 314
Hq ROKAF Combat Air Command, Director of Communications-Electronics, and
비행사단 통전참모가 임명된다.
Fleet Air Wing Deputy Chief of Staff for Logistics are appointed Joint Chairmen
of this JCG. This group will maintain close interaction and coordination to
본 협조단은 협정의 기본 정신과 취지를 보장하기 위하여 긴밀한
insure the spirit and intent of this agreement is maintained, and to resolve
접촉과 협조를 유지하며, 조단 기지에서 해결하기 어려운 문제들을 해결한다.
problems beyond the capabilities of the local bases to resolve. Meetings will
회의는

be as directed by the Joint Chairmen. Required members will be notified by the
공동의장단에서 주관하며, 공동의장단은 필요 위원에게 회의의 시기 및 장소를
Joint Chairmen as to the times and places of meetings.
통고한다.

IV. The USAF, through the 4th Combat Communications Squadron (4CMBTCS), will:
미공군, 제4 전투통신대대(4CMBTCS)는:

1. Perform initial site preparation and construction at all sites by use
미공군 공병 및/또는 미공군과의 계약자는 모든 기지에 장소를 준비하고
of in-house USAF Engineers and/or USAF managed contractors. All future main-
장비를 설치하며, 이후의 모든 정비 및 수리도 동일한 방법으로 수행한다.
tenance and repair work will be accomplished through the same means.

2. Utilize inside and outside storage space designated by ROKAF and ROKN
한국공군 및 한국해군이 하기 제5조 및 제6조에 따라 지정한 옥내외
in Articles V and VI below.
창고를 활용한다.

3. Provide and/or arrange for security surveillance (normal ROKAF and
미공군 규정 125-37에 의거, 각 기지에 장비보호를 위한 보안감시
ROKN installation security is sufficient) and security lighting as required
(통상 한국공군 및 해군의 시설물 경비로도 충분하다) 및 보안등을 제공 및/또는
for resource protection in accordance with Air Force Regulation 125-37 at each
준비한다.
base. USAF will provide and/or arrange for fencing, lighting, locks, alarms and
미공군은 해당 지시에 따라 필요한 울타리, 조명, 자물쇠, 경보장치 및 기타
any other physical security devices required under applicable directives.
모든 물리적 보안장치를 제공 및 준비한다.

4. Coordinate in advance with local commanders prior to visiting bases
장비의 전개, 소요 정비 및 작동 시험을 위한 기지 방문에 앞서 각
for deployments, required maintenance and operational testing of equipment.
기지의 지휘관과 사전 협조한다.

5. Fund all costs associated with site preparations to accommodate the
한국 기지에 전투 통신 장비를 설치하기 위한 장소 준비에 관련된 제반
initial positioning of combat communications assets at ROK bases.
비용을 적법한다.

V. The ROKAF will provide support identified for each of the following ROKAF
미공군 소유 전투통신장비 및 관련 장비를 한국에 사전 배치함에 있어, 각

air bases in support of pre-positioning of USAF-owned combat communications
한국 공군기지에서는 하기 사항을 지원한다.
assets and associated equipment in Korea.

1. Cheong-Ju Air Base (17th Tactical Fighter Wing):
청주 공군기지 (제17 전술 전투 비행단) :

a. Provide rent free and at no cost to the USAF 12,000 square feet
가. 기지 보급창고에 인접한 옥외창고 부지 12,000 FT² 을 미공군에
of outside storage space adjacent to the Base Supply warehouse and allow in-
무상대여하며, 미공군 공병/미공군이 관리하는 계약자가 본 지역에 보안담을
house USAF Engineers/USAF managed contractors entrance to Cheong-Ju AB to
설치하기 위해 청주 공군기지를 출입하는 것을 허가한다.
construct the security fence required to enclose this area. Allow the USAF
보안등 설치를
to connect into existing electrical system in order to provide security
위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.
lighting.

b. Provide rent free and at no cost to the USAF inside storage space
나. 정비용 장비함을 비축하기 위해 기지 보급창고 내부 공간을 미공군에
within the Base Supply warehouse to store one conex container.
무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF
다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 시는 차량 정비시설의 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but not limited to,
일상적인 정비한 세차, 윤활유 주입, 오일 교체, 부식의
cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical
라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문 시,
support, emergency firefighting support and any fuels and/or lubricants needed
미공군 요원에 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료
for USAF personnel during deployments and visits to perform periodic maintenance
및/또는 윤활유를 제공한다.

and operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph
마. 상기 항에 따라 제공된 지원의 상환 요청서를 군산 공군기지의
d. above will be submitted annually or as needed to the comptroller 8th
미공군 제8 전술 전투 비행단, 획계감사관에게 연1회 또는 필요시 제출한다.
Tactical Fighter Wing, Kunsan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of
바. 기지시설을 위 동등하게 사전 배치된 미공군 장비를 보호한다.
their installation security program.

2. Sachon Air Base (3rd Tactical Fighter Wing):
사천 공군 기지 (제3 전술 전투 비행단)는:

a. Provide rent free and at no cost to the USAF 16,000 square feet
가. 현재의 하비스트 이글의 등록 보안 철책을 동쪽으로 약 80 피트
of outside storage space by permitting an extension of the existing Harvest
늘려서 16,000평방피트 의 옥외창고 부지를 미공군에 무상대여한다.
Eagle east security fence approximately eighty (80) feet in an easterly

direction. If required, allow the USAF to connect into existing electrical
필요시, 보안등 설치를 위해 미공군이 기존 전기시설과 연결하는
system in order to provide security lighting.
것을 허가한다.

b. Incorporate this expanded area into the security surveillance
나. 이 지역을 하비스트 이글 시설물에 대한 보안감시 지역에 포함한다.
provided for the Harvest Eagle facility.

c. Permit the use of base motor pool facilities as required by USAF
다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 시는 차량 정비시설의 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but not limited to,
일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴의
cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide emergency medical support, emergency firefighting support

라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시,

and any fuels and/or lubricants needed for USAF personnel during deployments and

미공군 요원에 필요한 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는 윤활유를

visits to perform periodic maintenance and operational testing of USAF Assets.

제공한다.

e. All requests for reimbursement for support provided in paragraph d.

마. 상기 항에 따라 제공된 지원의 상환 요청서를 군산 공군기지의

above will be submitted annually or as needed to the comptroller, 8th Tactical

미공군 제8 전술 전투 비행단, 회계감사관에게 연1회 또는 필요시 제출한다.

Fighter Wing, Kunsan AB USAF.

f. Provide for protection of pre-positioned USAF assets as part of their

바. 기지시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.

installation security program.

3. Yechon Air Base (16th Tactical Fighter Wing):

예천 공군 기지 (제16 전술 전투 비행단)는:

a. Provide rent free and at no cost to the USAF 8,664 square feet of

가. 보급 대대 건물 부근의 옥외 창고 부지 8,664 FT² 를 미공군에게

outside storage space near the Supply Squadron building. Allow the USAF to

무상대여한다. 보안등 설치를 위한

connect into existing electrical system in order to provide security lighting.

미공군이 기존 전기시설과 연결하는 것을 허가한다.

b. Provide rent free and at no cost to the USAF inside storage space

나. 정비용 장비함을 비축하기 위해 보급대대 건물 내부의 창고 공간을

within the Base Supply warehouse to store one conex container.

미공군에게 무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF

다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가

personnel for routine operator maintenance of vehicles and mission essential

필요할 시는 차량 정비 시설의 사용을 허가한다.

emergency repairs. Routine operator maintenance includes, but is not limited

일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴압 압력

to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion

유지 및 부식방지 등을 포함하나 이에 국한되지는 않는다.

control. USAF will provide all required materials.

미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical support,

라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시, 미공군

emergency firefighting support and any fuels and/or lubricants needed for USAF

요원에게 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는

personnel during deployments and visits to perform periodic maintenance and

윤활유를 제공한다.

operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph d.

마. 상기 라항에 따라 제공된 지원의 상환 요청서를 오산 공군기지의

above will be submitted annually or as needed to the comptroller 51 Composite

미공군 51 혼성 비행단, 회계감사관에게 연 1회 또는 필요시 제출한다.

Wing, Osan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of

바. 기지시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.

their installation security program.

4. Suwon Air Base (10th Tactical Fighter Wing):

수원 공군기지 (제10 전술 전투 비행단) :

a. Provide rent free and at no cost to the USAF 9,100 square feet of

가. 기지 보급창고 (건물 번호 401)에 가까운 옥외 창고 부지 9,100 FT^2 를

outside storage space near the Base Supply warehouse (Building 401). Allow the

미공군에게 무상대여한다. 보안등

USAF to connect into existing electrical system in order to provide security

설치를 위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.

lighting.

b. Provide rent free and at no cost to the USAF inside storage space

나. 정비용 장비함을 비축하기 위한 보급 대대 건물 내부의 창고 공간을

within the Base Supply warehouse to store one conex container.

미공군에게 무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF

다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가

personnel for routine operator maintenance of vehicles and mission essential

필요할 시는 차량 정비 시설의 사용을 허가한다.

emergency repairs. Routine operator maintenance includes, but is not limited

일상적인 정비란, 세차, 윤활유 주입, 오일교체, 비퀴의

to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지 등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical support,
라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시, 미공군
emergency firefighting support and any fuels and/or lubricants needed for USAF
요원에게 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는
personnel during deployments and visits to perform periodic maintenance and
윤활유를 제공한다.
operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph d.
마. 상기 라항에 따라 제공된 지원의 상환 요청서를 오산 공군기지의
above will be submitted annually or as needed to the comptroller, 51 Composite
미공군 51 혼성 비행단, 회계감사관에게 연 1회 또는 필요시 제출한다.
Wing, Osan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of their
바. 기지 시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
installation security program.

VI. The ROKN will, in support of the pre-positioning of USAF combat communications
한국 해군은 한국에 미공군 소유 우발사태에 대비한 통신장비 및 그와 관련된
assets and associated equipment in Korea, provide the following support at Pohang
장비를 사전 배치함에 있어 포항 항공기지에서 다음 사항을 지원한다.
Air Station.

1. Provide rent free and at no cost to the USAF 5,184 square feet of outside
주기장 서편의 장방형 콘크리트 패드위에 옥외 창고 부지 5,184 평방피트를
storage space on a square concrete pad west of the aircraft parking apron. Allow
미공군에게 무상대여한다. 보안등
the USAF to connect into existing electrical system in order to provide security
설치를 위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.
lighting.

2. Provide rent free and at no cost to the USAF inside storage space in
정비용 장비함을 비축하기 위해 기지 소방서 뒤편에 내부창고 부지를
the rear of the flightline fire station to store one conex container.
미공군에게 무상제여한다.

3. Permit the use of base motor pool facilities as required by USAF
미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 때 차량 정비시설 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but is not limited
일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴압력 유지
to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
및 부식방지 등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

4. Provide telephone communications support, emergency medical support,
미공군 장비의 주기적인 정비 및 작동 시험을 위해 방문하거나 전개하는
emergency firefighting support and any fuels and/or lubricants needed for USAF
기간중의 미공군 요원에게 필요한 연료 및/또는 윤활유, 비상소화, 비상의료, 전화
personnel during deployments and visits to perform periodic maintenance and
등을 지원한다.
operational testing of USAF assets.

5. All requests for reimbursement for support provided in paragraph VI
상기 제6조 4항에 따라 제공된 지원의 상환 요청서를 군산 공군기지의
4. will be submitted annually or as needed to the Comptroller, 8th Tactical
미공군 제8 전술 전투 비행단, 회계감사관에게 연 1회 또는 필요시 제출한다.
Fighter Wing, Kunsan AB, USAF.

6. Provide for protection of pre-positioned USAF assets as part of their
기지 시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
installation security program.

VII. The USAF combat communications assets pre-positioned for the exclusive use
대한민국 군사시설에 사전 배치된 미공군만이 사용하는 미공군 통신장비는
of the United States Air Force at military facilities of the Republic of Korea
항상 미공군이 소유권을 갖는다.
will at all times remain USAF property. The USAF will have the right of access
미공군은 항상 이 장비를 취급할 권리를

to these assets at all times. They will be deployed regularly and periodically
갖는다. 이 장비는 태평양 공군 전구의 소요를 지원하기 위해
both in and out of Korea in support of PACAF theater requirements. These assets
한국 내외에서 정기적, 정규적으로 전개될 것이다. 본 장비는
will not be used for any purpose except as directed by USAF.
미공군이 정하는 목적이외에는 사용할 수 없다.

VIII. Claims arising under this agreement will be processed under provisions
본 양해각서에서 발생하는 배상청구는 한미 행정협정 제 23조가 정하는
of Article XXIII of the US-ROK SOFA.
바에 따라 처리한다.

IX. This Memorandum of Understanding (MOU) will be bilingual (Korean and
본 양해각서는 한글과 영어로 작성되며, 한글본과 영문본의 내용이
English), and in the event of conflict between the Korean and English versions,
상위시에는 영어본이 우선한다.
the English version will govern. Other conflicts will be resolved by or through
다른 문제점은 본 양해각서 제 3조에 명시된
the JCG provided for in Article III above.
합동협조단이 해결한다.

X. Revision to or modification of this MOU may be accomplished by mutual consent
본 양해각서의 수정이나, 개정은 관련당사자의 상호합의에 따라 이루어진다.
of all parties concerned. Written notification will be presented at least
변경을 요하는 사항은 30일이전에 문서로써 통고한다.
thirty (30) days in advance of the requested change. This MOU will be reviewed
본 양해각서는 1년에 한번씩
annually. The annual review will begin one hundred twenty (120) days prior to
재검토하며, 연례 재검토는 이 협정 체결 주기일 120일 이전에 시작한다.
the anniversary date of this agreement. Unless major revisions are made,
중요한 개정이 없는 한, 재검토는
completed review may be certified by the Joint Chairman of the JCG.
합동협조단 의장의 확인에 의해 완결된다.

XI. This agreement shall become effective upon the date signatures of the
본 양해각서는 한국 공군, 한국 해군 및 미공군의 대표자가 서명을 마친
appropriate representatives of the ROKAF, ROKN, and USAF have been affixed
날로부터 효력을 발생한다.
hereunto. This agreement will terminate three (3) years from the effective
본 협정은 발효일로부터 3년후에 만료된다.
date. However, this agreement may be cancelled by the mutual consent of all
그러나, 본 협정서는 모든 당사자의 상호 합의하에 폐기될 수있으며,
parties, and it may be cancelled by any party upon giving at least ninety (90)
어느 측이든지 90일 이전에 상대측에게 문서로 통고하여 폐기시킬 수있다.
days written notice to the other parties.

FOR THE REPUBLIC OF KOREA
대한민국 공군을 대표하여

AIR FORCE

KIM, IN KI
김 인 기

Lieutenant General, ROKAF
한국 공군 중장

Commander, Combat Air Command
작전 사령관

DATE: 2 Dec. '81
일자:

FOR THE REPUBLIC OF KOREA
대한민국 해군을 대표하여

NAVY

KIM, HYUNG CHIN
김 형 진

Commodore, ROK Navy
한국 해군 준장

Commander, Fleet Air Wing
함대 항공단장

DATE: 14 Dec. 1981
일자:

FOR THE UNITED STATES
미국군을 대표하여

AIR FORCE

FRED A. HAFFNER
프레드 에이. 해프너

Major General, USAF
미공군 소장

Commander, 314th Air Division
제 314 비행사단장

DATE: 15 OCT 81
일자:

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-498

10331

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10331

WEATHER STATIONS

Agreements Between the
UNITED STATES OF AMERICA
and MEXICO

Extending the Agreement of
July 31, 1970, as Amended
and Extended

Effected by Exchange of Notes
Dated at Mexico and Tlatelolco
July 31 and August 20, 1981

And Exchange of Notes
Dated at Mexico and Tlatelolco
October 9 and November 3, 1981

And Exchange of Notes
Dated at Mexico and Tlatelolco
February 3 and 19, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Weather Stations

Agreements extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco July 31 and August 20, 1981;
Entered into force August 20, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco October 9 and November 3, 1981;
Entered into force November 3, 1981.
And exchange of notes
Dated at Mexico and Tlatelolco February 3 and 19, 1982;
Entered into force February 19, 1982;
Effective February 1, 1982.

The American Embassy to the Mexican Department of Foreign Relations

No. 1483

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the various agreements concerning the Cooperative Meteorological Observation Program between the United States of America and the United Mexican States, the most recent of which was effected by an exchange of notes dated January 31, 1978[1] (Embassy's Note No. 198; Secretariat's Note No. 502321).

Those notes provided for a termination date of July 31, 1981, for the agreements. The United States National Oceanic and Atmospheric Administration (NOAA) believes that the subject agreements and their associated memorandum of arrangement are in need of revision. NOAA expects to have the new document prepared for consideration by the Secretariat within three months. In the interim the Embassy has the honor to propose that the agreements scheduled for termination on July 31 be extended. The new proposed termination date would be October 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

Embassy of the United States of America

Mexico, D.F., July 31, 1981

Approved: The Ambassador

[1] TIAS 6941, 7927, 9164; 21 UST 1978; 25 UST 2450; 29 UST 5963.

The Mexican Department of Foreign Relations to the American Embassy

317277 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 1483, de 31 de julio último, con la que propone se prorrogue, hasta el 31 de octubre de 1981, el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 31 de enero de 1978.

Sobre el particular, la Secretaría informa a la Embajada que con fecha 10 de julio último, a través de la Embajada de México en Washington, se propuso la prórroga por tres años del citado Programa así como ciertas enmiendas, en los términos de la nota cuya copia se anexa al presente; sin embargo, teniendo en cuenta lo manifestado por la Embajada en el sentido de que la Administración Nacional Oceánica y Atmosférica de su país desea hacer una revisión del mencionado Programa y el Memorándum de Entendimiento relativo y que requiere de algún tiempo para hacerla, la Secretaría está de acuerdo en que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogue, en su forma actual, por 3 meses, a partir del 31 de julio del presente año.

A la Embajada de los
Estados Unidos de América,
México, D. F.

En virtud de lo anterior, la Secretaría queda en espera de conocer la revisión que se proponen efectuar las autoridades competentes estadounidenses y, en su oportunidad, el Gobierno de México, a su vez, hará las propuestas de enmienda que corresponda en relación con el multicitado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D. F., 20 de agosto de 1981.

TRANSLATION

No. 317277

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 1483 of July 31, 1981, proposing an extension until October 31, 1981, of the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America. The most recent extension was effected by an exchange of notes dated January 31, 1978.

In this regard, the Department wishes to inform the Embassy that on July 10, 1981, through the Embassy of Mexico at Washington, it proposed a three-year extension of the above-mentioned program and certain amendments under the terms set forth in the attached note [1] Nevertheless, taking into consideration the Embassy's statement to the effect that the United States National Oceanic and Atmospheric Administration wishes to revise the above-mentioned program and the associated memorandum of understanding and will require some time to do so, the Department agrees that the

Embassy of the United States of America,
Mexico, D.F.

[1] Not printed.

Cooperative Meteorological Observation Program between the United Mexican States and the United States be extended in its present form for three months beginning July 31, 1981.

In view of the foregoing, the Department is waiting to learn the revision that the competent United States authorities propose to make and, at the proper time, the Government of Mexico will in turn propose amendments to the aforementioned program.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., August 20, 1981

[Initialed]

The Mexican Department of Foreign Relations to the American Embassy

317700 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a su nota 317277 de 20 de agosto último, con la cual le manifestó su conformidad para que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogara, en su forma actual, por tres meses a partir del 31 de julio del presente año.

Teniendo en cuenta que la citada prórroga vence el próximo 31 de octubre de 1981 y que hasta la fecha no se han recibido las propuestas de modificación que las autoridades competentes de la Administración Nacional Oceánica y Atmosférica de su país desean hacer al mencionado Programa y al Memorandum de Entendimiento relativo, la Secretaría propone a la Embajada que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América,

A la Embajada de los
Estados Unidos de América,
México, D. F.

cuya última prórroga se realizó por Canje de Notas de 31 de julio y 20 de agosto de 1981, se prorrogue en su forma actual, por tres meses más, a partir del 31 de octubre del presente año.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 9 de octubre de 1981.

TRANSLATION

No. 317700

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 317277 of August 20, 1981, expressing its agreement for the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America to be extended in its present form for three months beginning July 31, 1981.

Taking into consideration that the above-mentioned extension expires October 31, 1981, and that to date the proposed amendments that the competent authorities of the United States National Oceanic and Atmospheric Administration wish to make to the aforementioned program and the associated memorandum of understanting have not been received, the Department proposes to the Embassy that the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes dated July 31 and August 20, 1981, be extended in its present form three more months beginning

Embassy of the United States of America,
Mexico, D.F.

October 31, 1981.

The Department of Foreign Relations avails itself of this ooportunity to renew to the Embassy of the United States of America the assurances of its highest consideraton.

Tlatelolco, D.F., October 9, 1981

[Initialed]

11

The American Embassy to the Mexican Department of Foreign Relations

No. 2158

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Secretariat's Note No. 317700, dated October 9, 1981, in which the Secretariat proposed that the United States - Mexico Agreement on Cooperative Meteorological Observations be extended for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) agrees to the suggested extension of the agreement. NOAA expects that during the three month extension discussions will take place between the appropriate Mexican and United States agencies in order to establish the content of a new amended agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America

México, D. F., November 3, 1981

The American Embassy to the Mexican Department of Foreign Relations

NO. 208

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Embassy's Note Number 2158 dated November 4, 1981[1] and the Secretariat's Note Number 317969 dated Nov. 12, 1981,[2] extending the Mexican/United States Agreement on Cooperative Meteorological Observations for a period of three months beginning October 31, 1981.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting a six month extension beginning February 1, 1982.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to present amendments to update the present agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D. F., February 3, 1982.

[1] Should read "November 3, 1981".
[2] Not printed.

The Mexican Department of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

315434 La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de su nota 208 del 3 de febrero en curso, con la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 9 de octubre y 4 de noviembre de 1981, se prorrogue por seis meses más, a partir del 1° de febrero del presente año.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de México no existe inconveniente en que dicho Programa se prorrogue por un período de seis meses, a partir del 1° de febrero del presente año, a fin de que la Administración Nacional Oceánica y Atmosférica de su país pueda presentar las propuestas de modificación al mencionado Programa.

Asimismo, la Secretaría comunica a la Embajada que el Gobierno mexicano desea que en el Programa que se convenga se incluya lo relativo a la operación de Plataformas Automáticas, en el entendido de que su operación se ajustaría a los requisitos técnicos correspondientes.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 19 de febrero de 1982.

A la Embajada de los Estados
Unidos de América,
México, D.F.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315434

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 208 of February 3, 1982, proposing that the Cooperative Meteorological Observations Program between the United Mexican States and the United States of America, which was last extended by an exchange of notes on October 9 and November 4, 1981,[1] be extended for an additional six months, beginning on February 1, 1982.

In that regard, the Department wishes to inform the Embassy that the Government of Mexico has no objection to extending the program for six months beginning February 1, 1982, so that the United States National Oceanic and Atmospheric Administration may present proposed amendments to the aforementioned program.

The Department also informs the Embassy that the Mexican Government would like the program that is agreed upon to provide for the operation of automatic platforms, with the understanding that their operation would conform to the appropriate technical requirements.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., February 19, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

[1] Should read "October 9 and November 3, 1981".

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-499

10332

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10332

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EDUCATION

Educational Commission and Financing of Exchange Programs

Agreement Between the
UNITED STATES OF AMERICA
and PERU

Amending the Agreement of
January 28, 1965

Effected by Exchange of Notes
Signed at Lima November 23, 1981
and January 19, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PERU

Education: Educational Commission and Financing of Exchange Programs

Agreement amending the agreement of January 28, 1965.
Effected by exchange of notes
Signed at Lima November 23, 1981 and January 19, 1982;
Entered into force January 19, 1982.

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

LIMA, *November 23, 1981*

No. 667

EXCELLENCY:

I have the honor of referring to the Agreement between the Government of Peru and the Government of the United States of America for Financing Certain Educational Exchange Programs signed at Lima on January 28, 1965[1] and following instructions of the Government of the United States of America I propose to your Excellency to amend the Agreement in the following manner:

1. In all of the Articles where reference is made to the Secretary of State this term should be amended by that of the United States Information Agency since this entity has replaced the Department of State as responsible for the educational exchange program within the United States.
2. Substitute the first and second paragraphs of Article I of the Agreement with the following text:

   There shall be established a Commission to be known as the Commission for Educational Exchange between Peru and the United States (hereinafter designated "the Commission"), which shall be recognized by the Government of Peru and the Government of the United States of America as an organization created

[1] TIAS 5858; 16 UST 1149.

and established to facilitate the administration of an educational program to be financed by funds made available by the Government of the United States of America and other Peruvian and North American sources.

Except as provided in Article III hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditures of currencies and credits for currencies for the purposes set forth in the present agreement. In Peru the Commission will be recognized as an entity receiving tax-deductible donations. Upon termination of the Program, all property which is owned by the Commission on the date this amendment becomes effective shall be regarded in Peru as the property of the government of the United States. All funds and property acquired after the date of this amendment shall, in proportion to contributions made available by the Government of the United States of America and contributions made from other sources, respectively be considered as property of the U.S. government or will be given to a non-profit educational entity in Peru in accord with the regulations governing organizations which receive tax-deductible donations in Peru.

3. Substitute Article X with the following text:

Wherever, in the present Agreement, the term United States Information Agency is used, it will be understood to mean the United States Information Agency or any officer or employee of the Government of the United States of America designated by it to act in its behalf.

If the amendments proposed are acceptable to the Government of Peru, I am honored to suggest that this note and its reply constitute an agreement between the Government of the United States of America and the Republic of Peru, which enters into effect on the date of your reply.

I take advantage of this opportunity to reiterate to your Excellency my sentiments of high esteem.

FRANK ORTIZ

His Excellency
DOCTOR JAVIER ARIAS STELLA
Minister of Foreign Relations
Lima

3

The Peruvian Minister of Foreign Relations to the American Ambassador

RE-N°(CTF): 6-3/9

Lima, 19 de enero de 1982

Excelencia:

Tengo el honor de avisar recibo de la atenta Nota de Vuestra Excelencia N° 667, fechada el 23 de noviembre de 1981 y redactada en los siguientes términos:

" Tengo el honor de referirme al Acuerdo entre el Gobierno de la República Peruana y el Gobierno de los Estados Unidos de América para financiar ciertos Programas de Intercambio Educativo firmado en Lima el 28 de enero de 1965, y siguiendo instrucciones del Gobierno de los Estados Unidos de América tengo a bien proponer a vuestra Excelencia enmendar dicho Acuerdo de la siguiente forma:

1.- En todos los Artículos donde se hace referencia al Secretario de Estado se debe enmendar dicho término por el de Agencia de Información de los Estados Unidos por haber esta entidad reemplazado al Departamento de Estado como encargada del Programa de Intercambio Educativo dentro de los Estados Unidos.

2.- Sustituir el primero y segundo párrafo del Artículo I del Acuerdo con el siguiente texto:

"Se establecerá una Comisión que será denominada Comisión para Intercambio Educativo entre el Perú y los Estados Unidos (a la cual en adelante se le designará "la Comisión"), que será reconocida por el Gobierno del Perú y por el Gobierno de los Estados Unidos de América como una organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos que el Gobierno de los Estados Unidos de América y otras fuentes peruanas y norteamericanas pongan a disposición de la Comisión".

"Con excepción de lo que se dispone en el Artículo III de este Acuerdo, la Comisión no estará sujeta a las leyes domésticas y locales de los Estados Unidos de América en lo que se relacionan

Al Excelentísimo Señor
Frank Urtil,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
CIUDAD.-

al uso y desembolso de dinero y créditos para los fines expuestos en el presente Acuerdo. En el Perú la Comisión será reconocida como entidad receptora de donaciones deducibles. Al término del Programa, toda propiedad perteneciente a la Comisión a la fecha de entrada en vigencia de esta enmienda de Acuerdo, será considerada en el Perú como propiedad del Gobierno de los Estados Unidos. Todos los fondos y propiedades adquiridos por la Comisión después de la entrada en vigencia de esta enmienda, en la medida en que se hayan hecho contribuciones por el Gobierno de los Estados Unidos y contribuciones hechas por otras fuentes respectivamente, serán consideradas como propiedad del Gobierno de los Estados Unidos o serán entregadas a una entidad educativa sin fines de lucro en el Perú de acuerdo con las regulaciones que rijan en el Perú para las entidades receptoras de donaciones deducibles".

3.- Sustituir el Artículo X con el siguiente texto:

"Dondequiera que en el presente Acuerdo se use el término "Agencia de Información de los Estados Unidos", se entenderá que significa la Agencia de Información de los Estados Unidos o cualquier funcionario o empleado del Gobierno de los Estados Unidos designado por ésta para actuar en su nombre".

Si las enmiendas antes propuestas son aceptables para el Gobierno de la República del Perú, tengo el honor de sugerir que esta Nota y su respuesta en ese sentido constituyan un acuerdo entre el Gobierno de los Estados Unidos y la República del Perú, el cual entrará en vigencia en la fecha de su respuesta.

Aprovecho esta oportunidad para reiterar a vuestra Excelencia las seguridades de mi más alta consideración."

Asimismo, tengo el honor de manifestar a Vuestra Excelencia la conformidad del Gobierno de la República del Perú con lo que antecede; y confirmar que la Nota de Vuestra Excelencia y la presente constituyen un Acuerdo entre los dos Gobiernos que entrará en vigencia en la fecha.

Me valgo de la ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

No. (CTF) 6-3/9

Lima, January 19, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 667, dated November 23, 1981, which reads as follows:

[For the English language text, see pp. 1-2.]

Accordingly, I have the honor to inform Your Excellency that the Government of the Republic of Peru is in agreement with the foregoing and to confirm that Your Excellency's note and this reply shall constitute an agreement between the two governments that shall enter into effect upon this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Javier Arais Stella

His Excellency
Frank Ortiz,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-500

10333

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10333

TRADE IN TEXTILES

Agreement Between the
UNITED STATES OF AMERICA
and PAKISTAN

Amending the Agreement of
January 4 and 9, 1978, as Amended

Effected by Exchange of Letters
Signed at Washington December 30, 1981
and January 6, 1982

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S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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PAKISTAN

Trade in Textiles

Agreement amending the agreement of January 4 and 9, 1978, as amended.
Effected by exchange of letters
Signed at Washington December 30, 1981 and January 6, 1982;
Entered into force January 6, 1982.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Pakistani Economic Minister

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

DECEMBER 30, 1981

MR. IHSANUL HAQ
Economic Minister
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

DEAR MR. HAQ:

I am writing to you with regard to paragraph 13 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles and Textile Products, with annexes, effected by exchange of notes January 4 and January 9, 1978, as amended,[1] ("the Agreement"), and to recent consultations held between representatives of our two Governments concerning exports from Pakistan to the United States of products classified in textile category 339.

On behalf of my Government, I would like to propose that the adjusted specific limit for category 339 (part) for the fourth Agreement period (January 1, 1981–June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 would remain unchanged.

[1] TIAS 9050, 9661, 9804; 29 UST 4096; 31 UST 5124; 32 UST.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Pakistani Economic Minister to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq
Economic Minister &
Financial Adviser

EMBASSY OF PAKISTAN
WASHINGTON D.C. 20008

No.12(14)-ED/81.

January 6, 1982

Dear Mr. Kopp,

I am desired to invite a reference to your letter of December 30, 1981 in which you have made the following proposal relating to the Textile Category 339:-

"On behalf of my Government, I would like to propose that the adjusted specific limit for category 339(part) for the fourth Agreement period (January 1, 1981 - June 30, 1982) be increased by 50,000 dozen to a level of 374,270 dozen. The overall limit for category 339 remain unchanged"

2. I am desired to inform you that the above proposal made by the United States Government is acceptable to the Government of Pakistan.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade & Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington D.C. 20520

U.S. GOVERNMENT PRINTING OFFICE : 1983 O—24-501

10334

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10334

DEFENSE

International Military Education and Training (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and BELIZE

Effected by Exchange of Notes
Dated at Belize and Belmopan
December 8, 1981 and January 15, 1982

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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BELIZE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Belize and Belmopan December 8, 1981 and January 15, 1982;
Entered into force January 15, 1982.

The American Embassy to the Belizean Ministry of Foreign Affairs

No. 2

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Belize and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government
   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including materials) and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Belize may include training related to defense articles with respect to which the agreement of the Government of Belize to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Belize, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America wishes to express in the Ministry of Foreign Affairs of the Government of Belize renewed assurances of its highest consideration.

Embassy of the United States of America
Belize City, December 8, 1981

The Belizean Ministry of Foreign Affairs to the American Embassy

House Cards

Office Of The Prime Minister
Belmopan
Cayo District Belize
Central America

15 January 1982

His Excellency Mr. Malcolm Barnebey
Charge d' Affaires
Embassy of the United States of America
Belize City

Dear Excellency,

The Ministry of Foreign Affairs of Belize presents its compliments to the Embassy of the United States of America and has the honour to refer to its Note No. 2 of 8 December 1981 and its own Note No. 1 of 11 December 1981. [1]

The Ministry of Foreign Affairs acknowledges the terms of the letter dated 8 January 1982 to the Deputy Prime Minister of Belize explaining the conditions outlined in your Note No. 1 [2] and now advises the Embassy of the United States of America of the Government of Belize's acceptance of the terms for the provision of training related to defence articles under the United States International Military Training (IMET) programmes.

This exchange of Notes constitutes an agreement between the two Governments on this subject effective from the date of this Note.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America Belize's assurances of its highest considerations.

Sincerely,

George Price

(GEORGE PRICE)
Prime Minister

cc: P.S., M/Defence & Home Affairs

[1] Not printed.

[2] Should read "Note No. 2".

U.S. GOVERNMENT PRINTING OFFICE : 1983 O-24-502

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10339

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ATOMIC ENERGY

Peaceful Uses of Nuclear Energy

Agreement Between the
UNITED STATES OF AMERICA
and BANGLADESH

Signed at Dacca September 17, 1981

with

Agreed Minute

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

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BANGLADESH

Atomic Energy: Peaceful Uses of Nuclear Energy

Agreement signed at Dacca September 17, 1981;
Entered into force June 24, 1982.
With agreed minute.

AGREEMENT FOR COOPERATION BETWEEN
THE UNITED STATES OF AMERICA
AND THE PEOPLE'S REPUBLIC OF BANGLADESH
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the People's Republic of Bangladesh,

Mindful of their respective obligations under the Trerty on the Non-Proliferation of Nuclear Weapons[1] ("NPT"), to which both the United States and Bangladesh are parties;

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA") and their desire to promote universal adherence to the NPT;

Desiring to cooperate in the development, use and control of peaceful uses of nuclear energy; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

[1] Done July 1, 1968. TIAS 6839; 21 UST 483. [Footnote added by the Department of State.]

Article 1

Definitions

For the purposes of this agreement:

(a) "byproduct material" means any radioactive material (except special material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(b) "component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, or any other item so designated by agreement of the parties;

(d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "material" means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "parties" means the Government of the United States of America and the Government of the People's Republic of Bangladesh;

(j) "peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium or any combination thereof;

(m) "restricted data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;

(n) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(o) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(p) "source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;

(q) "special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the parties.

Article 2

Scope of Cooperation

1. The United States and Bangladesh shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

Article 3

Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, conferences, experts meetings, visits of personnel, and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to the following:

(a) development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(b) the production and use of radioisotopes and other material in physical and biological research, medicine, agriculture and industry;

(c) fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(d) safeguards and physical security of materials and equipment;

(e) health, safety and environmental considerations related to the foregoing;

(f) assessing the role nuclear power may play in national energy plans and cooperation in the generation of nuclear power; and

(g) exploration for and development of uranium and other mineral resources used in nuclear activities.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 4

Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. Any special nuclear material transferred to Bangladesh under this agreement shall be low enriched uranium, except as provided in paragraph 4. Sensitive

nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors or for such other purposes as may be agreed by the parties.

3. The quantity of special nuclear material transferred under this agreement shall rot at any time be in excess of that quantity the parties agree is necessary for any of the following purposes: use in reactor experiments or the loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the parties.

4. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 3.

5. The United States shall take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Bangladesh, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

Article 5

Storage and Retransfers

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored,

except that each party guarantees that no such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall be stored in any facility that has not been agreed to in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred, except that each party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6

Reprocessing and Enrichment

1. Each party guarantees that source and special nuclear material transferred to and under its jurisdiction pursuant to this agreement and source and special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall not be reprocessed unless the parties agree.

2. Each party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement or used in or produced through the use of any material or equipment so transferred and under its jurisdiction shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement and uranium used in any equipment so transferred and under its jurisdiction shall not be enriched after transfer unless the parties agree.

Article 7

Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment so transferred and under its jurisdiction.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Revision 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article shall be subject to review and consultation by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8

No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any material, equipment or components so transferred and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9

Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Bangladesh, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement pursuant to article III(4) of the NPT shall be considered to fulfill the requirement stated in the foregoing sentence.

2. Material transferred to Bangladesh pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between Bangladesh and the IAEA for the application of safeguards in connection with the NPT.

3. If Bangladesh or the United States becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

4. Each party guarantees that it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

5. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

6. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any materials subject to this agreement.

7. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10

Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11

Cessation of Cooperation

1. If either party at any time following entry into force of this agreement:

(a) does not comply with the provisions of article 5, 6, 7, 8, or 9, or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA. the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use.

2. If Bangladesh at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12

Consultations And Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical and thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

Article 13

Entry Into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,[1] and shall remain in force for a period of ten years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains

[1] June 24, 1982. [Footnote added by the Department of State.]

in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

IN WITNESS WHEREOF, the undersigned being duly authorized have signed this agreement.

DONE AT Dacca , this 17 day of Sept., 1981

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

(Jane A. Coon)
Ambassador of the
United States of America
to Bangladesh

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH:

(Dr. Anwar Hossain)
Secretary(Natural Science Wing)
Science and Technology Division

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibilities.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trust-worthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL[a]

Material	Form	Category I	Category II	Category III
1. Plutonium[e,f]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	– uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	– uranium enriched to 10% ^{235}U but less than 20%	–	10 kg or more	Less than 10 kg[c]
	– uranium enriched above natural, but less than 10% ^{235}U	–	–	10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]

[a] All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

[b] Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

[c] Less than a radiologically significant quantity should be exempted.

[d] Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

[e] Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

[f] The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation Between the United States of America and the People's Republic of Bangladesh Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of Agreement

Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation by the appropriate government authority of the recipient party to the appropriate government authority of the supplier party, that such material, equipment or components will be subject to the agreement.

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

The United States recognizes the intention of Bangladesh to acquire a nuclear research reactor and to establish a nuclear

research program for peaceful purposes in the near future. The United States notes its firm intention to cooperate fully with Bangladesh in supplying equipment and material needed for nuclear research programs for peaceful purposes in Bangladesh. In addition, Bangladesh notes that it has undertaken a number of studies related to energy development, in the context of its national development plan, and is considering the use of nuclear energy for the generation of electrical power.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 3 of article 9, the United States shall have the rights listed below, which rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 3 of article 9:

(1) to review in a timely fashion the design of any equipment or of any facility which is to use, fabricate, process, or store any material transferred pursuant to the agreement or any special nuclear material used in or produced through the use of material or equipment transferred pursuant to the agreement;

(2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components transferred pursuant to the agreement; and

(3) to designate personnel acceptable to Bangladesh who shall have access to all places and data necessary to account for the material in paragraph 2, to inspect any equipment or facility referred to in paragraph 1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Bangladesh shall not unreasonably withhold its acceptance of personnel designated by the United States under this paragraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Bangladesh.

With reference to article 9, it is confirmed that design information relevant to safeguards for new equipment or facilities where safeguards will be required under the agreement shall be provided to the IAEA in in a timely fashion upon its request.

Transitional Arrangements

With reference to paragraph 1 and 2 of article 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. If any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Revision 1, the United States shall so inform Bangladesh prior to shipment of such material and seek interim arrangements satisfactory to both parties.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

(Jane A. Coon)
Ambassador of the
United States of America
to Bangladesh

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH:

(Dr. Anwar Hossain)
Secretary(Natural Science Wing)
Science and Technology Division

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DEFENSE ASSISTANCE

Permanent Aircraft Operation Location

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the REPUBLIC of KOREA

Signed at Osan December 30, 1981
and January 20, 1982

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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REPUBLIC OF KOREA

Defense Assistance: Permanent Aircraft Operation Location

Memorandum of understanding signed at Osan December 30, 1981 and January 20, 1982;
Entered into force January 20, 1982.

MEMORANDUM OF UNDERSTANDING
대 구 기 지
BETWEEN

THE UNITED STATES AIR FORCE
상주 작전부대 설치에 관한
AND

THE REPUBLIC OF KOREA AIR FORCE
한·미 공군간
CONCERNING

ESTABLISHING A PERMANENT TAEGU OPERATION LOCATION
양 해 각 서

I. Pursuant to Article II and IV of the United States of America and the
1954년 11월 17일부로 발효된 한.미 상호 방위조약
Republic of Korea (US-ROK) Mutual Defense Treaty,[1] effective 17 November
제 2조와 제 4조, 그리고 1967년 2월 9일부로
1954, and Article II, III and IV of the US-ROK Status of Forces Agreement[2]
발효된 한.미 행정협정 제 2조, 제 3조 및 제 4조에 의하여
(SOFA), effective 9 February 1967, the following agreement is entered into
한.미 공군의 각 대표는 다음 협정을 체결한다.
by representatives of the United States Air Force (USAF) and the Republic
of Korea Air Force (ROKAF). The current Memorandum of Understanding (MOU)
79년 3월 23일에 체결된
FB5255-MOUI-4001, dated 23 March 1979[3] will remain in effect until withdrawal
양해각서는 미공군 F-4D 의 철수가 완료될때까지
of USAF F-4D aircraft is complete (presently programmed for February through
유효하고 (현재 계획은 82년 2-4월 까지 임)
April 1982) at which time it will be superseded.
그 후 폐지 된다.

II. The purpose of this agreement is to establish a permanent operating
본 협정의 목적은 한국공군의 지원을 활용하여 지정된
location (OL of twelve (12) USAF-owned F-4E aircraft, designated 497th
대구기지에 제 497 전술 비행대대 미공군 소요 12대의

[1] Signed Oct. 1, 1953. TIAS 3097; 5 UST 2372.
[2] Signed July 9, 1966. TIAS 6127; 17 UST 1679.
[3] Not printed.

Tactical Fighter Squadron (497TFS) at Taegu Air Base, utilizing ROKAF
F-4E 항공기 상주 작전부대를 설치하는데 있다.
support. This operation shall be for an indefinite period of time.
본 운영은 무기한 지속될 것이다.
III. A Joint Coordinating Group (JCG) will be appointed to coordinate
본 협정의 각 조건과 조항하에 한.미 공군의 책임 조정을 위해
ROKAF and USAF responsibilities under the terms and conditions of this
합동 조정단을 구성한다.
agreement. This group shall consist of members as directed by the Joint
동 기관은 공동 의장이 지명한 단원으로 구성한다.
Chairmen. The 11th Tactical Fighter Wing Commander, ROKAF and the 51st
한국공군의 제 11전투 비행단장 및 미공군의 제 51혼성비행단
Composite Wing (COMPWG) Deputy Commander for Taegu, USAF are appointed
대구 지구 부대장은 합동 조정단의 공동의장이 된다.
as Joint Chairmen of this JCG. Meetings will be held on an as required
회합은 필요에 따라서 개최된다.
basis. Required members will be notified by the Joint Chairmen. This
공동의장은 필요한 요원을 소집한다. 동
group will maintain close interaction and coordination to insure that the
기관은 본 협정의 정신과 의도가 유지되도록 하며, 또한 문제점 해결을
spirit and intent of this agreement are maintained and to resolve problem
위한 긴밀한 상호 협정을 유지한다.
areas.

IV. The USAF will, at its sole expense:
미공군 담당 :
1. Station twelve (12) F-4E aircraft at Taegu Air Base in Second
'82 회계년도 2/4분기에 영구 운영을 위한 12대의 F-4E 를
Quarter of FY 82 for permanent operations.
대구에 주둔 시킨다.
2. Conduct peacetime or wartime operations IAW the designated opera-
제 497 전술전투 비행대대의 작전수행 능력에 따라서 평시 및
tional capability (DOC) of the 497TFS. Training will be commensurate with
전시 작전을 수행한다. 훈련은 평시훈련, 작전대세 경험,

the capability to accomplish 24 hour-a-day operations with ROKAF support
연습 또는 비상시 훈만 아니라 전시 작전을 하는 동안 한국공군의 지원하에
during peacetime training, Operational Readiness Inspections, exercises
1일 24시간 작전을 수행할 수 있는 능력과 상응해 할 것이다.
or contingency situations, as well as wartime operations.

3. Coordinate the current Disaster Preparedness MOU (FB5255-MOUI-4009)
한국공군과의 현행 재난통제 양해각서(FB5255 - MOUI I -4009)에
with the ROKAF. Where ROKAF support cannot meet established USAF require-
협조한다. 한국공군의 지원이 미공군측 소요에 미치지 못할때는
ments, a USAF capability will be developed for disaster response teams,
재난통제반, 항공기 제독반 그리고 이와 유사한 기능을 위하여 미공군의
aircraft decontamination teams and similar functions.
능력을 발전시킨다.

4. Provide Base Operational Support (BOS), operations and logistical
제 497 전술전투 비행대대를 지원하기 위하여 필요에 따라 기지운영
support personnel as necessary to support the 497TFS.
지원, 작전 및 군수지원 요원을 제공한다.

5. Provide transportation required to support the 497TFS.
제 497대대를 지원하기 위한 수송을 담당한다.

6. Provide supplies necessary to support the 497TFS, such as bench
제 497대대의 지원에 필요한 현장 재고 소모품과 항공기 부품의
stock expendables, and non-expendable aircraft component parts and aircraft
비소모품 및 항공기 엔진등 보급품을 제공한다.
engines.

7. Provide aircraft support equipment, special tools, and test equip-
일선 비행운영을 지원하기 위한 항공기 장비, 특수공구 및
ment to support flightline operations. In addition, provide F-4E peculiar
시험장비를 제공한다. 추가하여 F-4E 에 독특한
internal gun system equipment and intermediate level shop equipment required
내부 기총장비를 제공하고 특수계통 구조의 시험과 수리에 소요되는
for testing and repair of unique system configurations (e.g., ALR-46,
야전급 공장용 장비를 제공한다. (예, ALR-46,

ASQ-153, Mode IV IFF, Secure Voice, ALQ-119, ALE-40, ASG-26, AVTR, KB-25,
ASQ-153, Mode IV IFF, Secure Voice, ALQ-119,ALE-40,ASG-26,AVTR,
APX-80/81, APQ-120, F-4E Peculiar Fuel System Test Equipment, Avionics SE
KB-25,APX-80/81,APQ-120,F-4E 특수연료계통 시험장비, 항공전자 지원장비 범주
(Cat I, II, III PME). Assigned USAF specialists will jointly use ROKAF
I,II,III 정밀측정장비). 배속된 미공군 특기 정비사는 한국공군의 공장정비를
shop equipment.
공동으로 사용한다.

8. Accomplish maintenance on USAF unique and specialized systems.
미공군 특수계통에 대한 정비를 수행한다.

The Centralized Intermediate Repair Facility (CIRF), will perform interme-
중앙 야전수리부서(CIRF)가 모든 중앙 야전 수리부서
diate maintenance and repair on all CIRF supported systems. The 51COMPW
지원계통에 대한 야전정비와 수리를 담당한다. 51혼성
will provide intermediate level maintenance on the F-4E aircraft weapons
비행단은 F-4E 무장투하 장비의 야전급 정비를 제공한다.
release unit (AWRU).

9. Provide a USAF jet aircraft mechanic for each aircraft to provide
한국공군 기장을 돕고 중간 역할을 담당할 수 있도록 각 항공기에
interface and assistance to the ROKAF crew chief.
미공군 제트 항공기 정비사를 배정한다.

10. Establish maintenance practices/procedures compatible with ROKAF
바람직한 성과 획득을 위하여 이미 제정되어 있는 미공군 정비
practices/procedures which produce desired results, possibly by means
절차에 가능한한 한국공군의 정비 절차를 조화시킨 정비 절차를
different from established USAF practices/procedures. USAF maintenance
확립 시킨다. 미공군 요원
and safety practices/procedures will be followed in those functions
통제하의 기능들에 대해서는 미공군의 정비 및 안전 절차를 준수한다.
controlled by USAF personnel. For those functions in which ROKAF practices/
한국공군의 절차를 적용해야 할 기능에
procedures apply, USAF personnel will abide by ROKAF procedures using USAF
있어서는 미공군 요원은 미공군 제도의 지침하에 한국공군의 절차를 따른다.
practices/procedures as guidelines.

11. Establish requirements for training munitions and provide
훈련탄약의 요구 수준을 설정하고 한국공군
familiarization/indoctrination for ROKAF load crews on USAF peculiar
무장장착조를 위하여 미공군의 특수 재래 탄약 및 폭탄
conventional munitions and bomb dispensers.
장착에 대한 숙달 교육을 실시한다.

12. Provide required munitions assembly and delivery support.
소요되는 탄약의 조립과 이송을 지원한다.

13. Provide assistance to the ROKAF on checkout, handling and mainte-
한국공군에 LGB 및 AGM-65 (MAVERICK) 을 위한
nance procedures for Laser Guided Bombs (LGB), and AGM-65 (Maverick)
점검, 취급 및 정비 절차에 대한 협조를 제공한다.
precision guided munitions.

14. Provide special required communications equipment and services
소요 특정 통신장비를 제공하고 한국공군에서 지원받을 수 없는
that cannot be furnished from ROKAF resources.
장비를 담당한다.

15. Insure support for intrabase radio, telephone, MMICS and require-
영내용 무전기, 전화, MMICS 그리고 시설 및 정비활동과 관련된
ments associated with facilities and maintenance activities.
소요에 대해 지원한다.

16. Establish and maintain a temporary restricted area (IAW AFR 207-1)
첫번째 엄체호로 부터 열여섯번째 엄체호 까지를
from Wonder Arch one to Wonder Arch sixteen.
임시 제한 구역으로 설정하고 유지한다.

17. Maintain mutually agreeable security implementing procedures to
정비, 비행운영 및 항공기 경비등 비행대기선에서
accommodate USAF and ROKAF interface in flightline operations, i.e.,
한국공군 및 미공군에 공통으로 적용될 상호 합의된
maintenance, flight operations and aircraft security. In those instances
보안 시행절차를 유지한다. 모든 적용 가능한
where all applicable security requirements cannot be met, a request for
보안상의 요구를 충족시킬 수 없는 경우에 5공군 사령부를
deviation (AF Form 116) will be submitted to HQ PACAF/SPP thru 5AF/SPO.
통하여 변경 요구를 신청한다.

18. Establish mutually agreeable restricted area entry and internal
단일 출입증을 채용하는 상호 합의할 수 있는 제한구역 출입 및
procedures utilizing a single badge system. The ROKAF Restricted Area
내부 절차를 설정한다. 한국공군 제한구역 출입증은
Badge will be utilized in lieu of the USAF 1199 series badge. With exception
미공군 1199 계통의 출입증 대신에 사용될 수 있다. 단, 태평양 공군
of PACAF IG team members conducting ORI/MEIs who will utilize USAF 1199.
감찰감 검열반이 ORI/MEI 실시차 미공군 1199 출입증을 사용하는 경우는 제외한다

19. Provide through an authorization for the 6497 Consolidated Aircraft
미공군 항공기 정비를 담당하는 11전투 비행단 정비대대
Maintenance Squadron (CAMS), one three passenger pickup truck to the 11TFW
정비감독 자에게 3인용 픽업트럭 1대를 6497 정비대대를
(ROKAF) Organizational Maintenance Squadron (OMS) Maintenance Supervisor
위하여 승인을 득한후 제공한다.
responsible for the maintenance of USAF assigned aircraft.

a. Vehicle shall be subject to USAF operating policies and
차량은 미공군 지시 및 규정에 의거한다.
regulations. It will be operated in support of USAF mission only and
차량은 미공군 지원만을 위하여 운영되며,
restricted to use in the general flightline areas.
비행대기선 지역내에 국한된다.

b. Vehicle will be operated only by a operator meeting USAF vehicle
차량은 미공군 차량 운전자 요구에 충족되고
operators requirements and holding a valid USAF flightline approved SF Form
미공군 승인 운전면허 소지자에 한하여 운영된다.
46 (USAF drivers license) only.

c. If vehicle is out of service for inspection, undergoing
차량이 검열을 받지 못하고 압수 당할시
routine of impoundment, the USAF is under no obligation to provide a
미공군은 대체 차량을 제공할 의무가 없다.
replacement vehicle.

d. When authorized by HQ PACAF/LGT, other ROKAF personnel holding SF FORM 46을 소지하고 있는 다른 한국공군 요원도 태평양사령부로

a valid SF Form 46 may operate USAF vehicles in support of the USAF mission.
부터 승인을 득했을시 미공군 임무를 지원하기 위하여 미공군 차량을 운영할 수 있다.

e. Provide routine fuel servicing and repair to USAF vehicles.
미공군 차량의 수리 및 연료를 지원한다.

Costs resulting from negligence or abuse while under the control and use
한국공군의 통제 및 사용하에서 소홀 및 부터로 야기되는 비용은

of ROKAF shall be borne by ROKAF.
한국공군이 부담한다.

20. Provide four aircraft refuelers to the ROKAF to be used in support
제 497 전술전투 비행대대 작전 지원용으로 4대의 항공기 급유차를

of 497TFS operations. These vehicles shall be integrated into the existing
한국공군에 제공한다. 동 차량은 대구기지의 한국공군 급유차 부대에

ROKAF refueler fleet at Taegu Air Base.
통합된다.

a. Provide spares support for aircraft refuelers. All parts
항공기 급유차의 예비품을 지원한다. 모든 부품

(spare and bench stocks) issued will be for the sole purpose of repairing
(예비품 및 현장재고)은 미공군 항공기 급유차 수리 목적에만 불출된다.

the USAF aircraft refuelers.

b. Develop a bench stock which will be stored in the ROKAF
현장 재고를 설정하여 한국공군 급유차 정비지역에 보관하며

refueler maintenance area under USAF accountability and under the operational
미공군 계정하에, 그리고 한국공군의 운영 통제하에 둔다.

control of the ROKAF.

c. Normal USAF due in from maintenance (DIFM) procedures (as
수리 순환 품목에 대해서는 AFM67-1 2권 2장에 기술된

described in AFM 67-1, Vol II, Part Two) will be used for repair cycle
정상적인 정비 절차를 사용한다.

DIFM type items.

d. Provide all depot level maintenance for USAF refuelers upon
미공군 급유차에 대한 창급 정비요구가 결정되면 모든 창급
determination that depot level maintenance is required.
정비를 제공한다.

e. In the event of a contingency provide ROKAF the maximum amount
비상시 항공기 급유차량 2대의 철수가 필요하다는 작전 요구가
of advance notice consistent with operational requirements should it
있으면, 한국공군에 최대시한의 사전 통보를 한다.
become necessary to withdraw two aircraft refuelers.

21. Certify ROKAF refueling operator qualifications and issue US
한국공군 연료보급 요원에게 자격증을 부여하고, 미 정부차량
Government Motor Vehicle Operators Identivication Cards (SF 46).
운전면허를 (표준 양식 46) 발급한다.

22. Conduct orientation/familiarization for ROKAF personnel on new
한국공군 폭발물 처리반이 취급하거나 지원해야 할 새로운
munitions, for which they have access, assigned to or supported by the ROKAF
탄종에 대하여서 한국공군 취급요원에게 관숙 교육을 실시한다.
EOD unit. Respond to aircraft/vehicle or munitions accidents/crashes bomb
미공군 지원을 비롯한 항공기/차량 또는 탄약의 사고/추락 및
threats involving USAF resources or when assistance is requested through
폭발물 위협에 대하여 직접한 경로를 통해 지원 요청이 올때는
appropriate channels.
조치에 응한다.

23. Conduct a safety investigation by USAF personnel in the event of
미공군의 요원, 항공기, 폭발물 혹은 유도탄과 관련된
a flight, ground, or weapons mishap involving USAF personnel, aircraft,
비행, 지상 및 폭발물 사고의 경우와 더불어 사고에 영향을
explosives or missiles, to include investigation of all areas of operations,
주었을지도 모르는 작전지원과 정비의 모든분야에 대해
support and maintenance which might have a bearing on the mishap. A
미공군 요원은 안전조사를 실시한다.
maximum degree of cooperation will be afforded to the nations involved in
사고발생시에는 최대의 협조를 제공한다.

the mishap. At the time another nation, personnel, or equipment appeared
어떠한 국가, 인원 및 장비가 사고로 인해 손상을
to be "causal" in the mishap, that nation should be afforded the opportunity
입었을시 그 국가는 사고조사에 참여할
to participate in the investigation. He may be granted access to all
기회가 주어진다. 그 국가는 모든 자료에
factual data but may not take part or be a witness to the testimoney or
접할 수는 있으나 증언이나 심의에 참여할 수는
deliberations. The investigation will be accomplished under the laws of
없다. 사고조사는 조사를 담당하고 있는국가의
the nation performing the investigation and, depending on the laws of that
법에 의거하며 그 국가의 법에 따라
nation, certain information and reports may be considered privileged.
특정한 자료 및 보고에 특혜가 주어질 수 있다.
Release of mishap information will not violate the security of privileged
사고조사 보고서 공개는 조사 국가의 특혜가 있는
information laws of the investigating nation. Release of information
자료에 한하여 보안을 위배해서는 안된다. 미공군 사고에
relating to USAF mishap must be requested and processed in accordance with
관계되는 보고서 공개는 공군규정 12-30에 의거 신청을 통하여 처리하여야
AFR 12-30.
한다.

24. In the event of Exercises, Contingencies or Operational Readiness
작전훈련, 우발사건 및 작전태세 검열의 경우 전쟁
Inspections, provide War Reserve Stocks (such as munitions, tanks, racks,
예비물자(탄약, 연료탱크, 랙크, 아답터, 파이론 및 채프등)를
adapters, pylons and chaff). The USAF would, at its sole expense, provide
제공한다. 미공군은 자체경비로 미공군 항공기의 수리를
subsistence to ROKAF personnel during exercises who are assigned and
정비를 위해 배속되어 미공군 요원과 함께 근무하는 한국공군 요원으로서
working directly with USAF personnel on the repair and maintenance of
미공군 감독관이 판단하여 식사를 위해 작업장을 이탈할 수 없는 요원
USAF aircraft and are determined in writing by the USAF supervisor to be
에게는 식계를 제공한다.
unable to leave the work area for meals.

25. Maintain and operate the aircraft crash recovery crane in support
제 497대대를 지원하는 항공기 복구 크레인을 유지
of the 497TFS. Certify ROKAF operators and issue US Government Motor
운영한다. 한국공군 운전 요원의 운전자격을 증명하여
Vehicle Operators Identification Card (SF 46) to qualifed operators. Permit
미정부 자동차 운전 면허증(표준 양식 46)을 발급한다. 해당
utilization of the aircraft recovery crane by ROKAF personnel for ROKAF
공로를 통하여 요청이 있을시, 한국공군 요원이 한국공군 항공기에 항공기
aircraft when requested through appropriate channels.
복구 크레인을 사용할 수 있도록 허용한다.

26. Provide snow removal on taxiways from Wonder Arch 1 - 16 to main
엄체호 1-16으로 부터 주 유도로에 이르기 까지 유도로상의 제설작업을
taxiway.
담당한다.

27. Station, on an as required basis, the 497TFS supervisor of flying
필요시에 한하여, 제 497대대의 비행감독관(SOF)을 현용 활주로
(SOF) in the active runway supervisory units (RSU).
감독부서(RSU)에 배치시킨다.

28. Provide, install, operate and maintain in concert with para 14,
미공군 특별 비행감독관의 소요를 충족시키기 위해, 위의 제 14절
above, necessary UHF radio equipment and other RSU type equipment to
에서와 같이 필요한 UHF 무선장비와 기타 감독부서 RSU 용 장비를
provide for special USAF SOF requirements.
제공, 설치, 운영 및 유지한다.

29. Provide, install, operate and maintain a portable VASI installation
임시로 대구기지에 휴대용 VASI 시설을 제공, 설치, 운영 및 유지
at Taegu AB on a temporary basis.
한다.

30. Provide required maintenance Technical Orders which are F-4E
F-4E 에 필요한 정비 T.O 를 제공한다.
peculiar.

31. Provide air traffic control (ATC) coordinator(s) to assist ROKAF
한국공군 요원을 협조하기 위한 항공관제 협조자를 제공한다.
personnel. Duties outlined in FB5294-MOUI-2015.
임무는 FB 5294-MOU I - 2015 에 기술되어 있다.

V. The ROKAF will, at its sole expense:
한국공군 담당

1. Provide maintenance, including assignment of crew chiefs, on
한국공군은 능력 범위내에서 미공군 F-4E 12대에 대해
twelve (12) USAF-owned F-4E aircraft, associated equipment and aircraft
기장을 포함한 정비지원, 관련장비, 항공기 지원장비를 제공한다.
support equipment (SE), within its capability, with the exception of CIRF
단, 중앙 야전 수리부서 관리 품목 및 한국공군의 능력밖이거나 허급이
managed items and unique/specialized, USAF peculiar systems for which ROKAF
인가되지 않은 미공군 특유의 전문화된 계통은 제외한다.
has no capability or access authorization.

2. Provide all maintenance, servicing and loading of 497TFS aircraft.
제 497대대 항공기의 모든 정비, 급유, 무장을 담당한다.
Maintenance, servicing and loading will be on an as required basis,
전시 작전분만 아니라 평시 훈련 작전에서 경연, 연습 혹은
including 24 hour-a-day operations as required for peacetime training,
비상사태에 대처한 1일 24시간 작전을 위한 항공기 정비, 급유, 무장
Operational Readiness Inspection, exercises or contingency situations, as
장착의 작업을 실시한다.
well as wartime operations. Aircraft will be generated during wartime,
제 51 혼성비행단의 현행 작전계획에
Operational Readiness Inspections and peacetime exercises, within the time
설정된 시간 계획내에서 전시, 작전에서 경연 및 평시 연습을 위해
frame established for the 51st COMPWG in current plans.
항공기를 가동시킨다.

3. Provide operational support to USAF flight activities, e.g., air
미공군 비행활동에 필요한 항법시설, 기상등 작전지원을
traffic control, weather, etc.
제공한다.

4. Provide communications equipment and services as available.
가능한 통신장비 및 통신지원을 제공한다.

5. Provide fuel under terms of the replacement in kind (RIK) agreement
현물 상환협정(FB 5294 - MOU I - 2011)에 따른 연료를
(FB5294-MOUI-2011).
제공한다.

6. Provide required missile maintenance and assembly as requested by
미공군 요청이 있을 경우 소요 유도탄의 정비와 조립을 담당한다.
USAF.

7. Maintain USAF owned aircraft refuelers provided in accordance with
기술지시36-1-23에 명시된 상태로 미공군 보유 항공기 급유차를
T.O. 36-1-23 specified condition.
유지한다.

a. All maintenance and operations efforts concerning the refuelers
급유차량의 모든 정비와 운영은 미공군 지시에 따르며,
will be in accordance with applicable USAF directives, to include vehicle
차량 기록을 유지한다.
records.

b. In the event the refuelers must be returned to the USAF, they
급유차량을 반납해야할 경우, 미공군 기술지시 36-1-23의
will be returned in USAF T.O. 36-1-23 condition.
상태로 반환되어야 한다.

8. Provide EOD support for 497TFS aircraft. Respond to aircraft/
제 497대대 항공기에 대한 폭발물 처리 지원을 담당한다. 미공군
vehicle or munition accidents/crashes or bomb threats involving USAF
자원을 포함한 항공기, 차량 또는 탄약에 관련된 사고 및 추락 또는 폭발
resources.
위협에 대해 조치한다.

9. Allow USAF personnel to conduct a safety investigation in the
미공군 인원, 항공기, 폭발물 혹은 유도탄의 비행, 지상
event of a flight, ground, or weapons mishap involving USAF personnel,
또는 무장 사고시에 안전조사 뿐만 아니라 사고에 관련될 수 있는
aircraft, explosives or missiles to include investigation of all areas
전반적인 작전, 지원 및 정비분야 까지
of operations, support and maintenance which might have a bearing on the
미공군 요원의 안전조사를 허용한다.
mishap.

10. Provide snow removal on main taxiways and runways as required by
미공군 작전상 소요에 따라, 주 유도로와 활주로의 제설작업을
USAF operational needs.
담당한다.

11. Provide perimeter defense on the installation.
시설물의 외곽 방어를 담당한다.

12. Be responsible for the handling and processing of prisoners of
전쟁포로 취급 및 책임을 진다.
war (POWs).

13. Equip and train personnel directly supporting USAF aircraft sortie
미공군 화학전 방어지시에 준하여 미공군 항공기의 비행을 직접
generation IAW USAF chemical warfare defense directives.
지원할 인원과 장비를 갖추게 하고 훈련한다.

14. Comply with all USAF explosive safety requirements as set forth in
미공군 탄약의 취급 및 운반에 적용하는 미공군
AGR 127-100 and other directives in relation to handling/transportation of
규정 *127-100*및 기타 지시서에 기술된 폭발물 안전요구 조건을
USAF munitions. Also pursue all necessary means to reduce and remove
준수한다. 또한 미공군 탄약의 취급 및 운반의 결과로
explosive safety hazards created as a result of the handling/transportation
발생된 안전장애를 감소 또는 제거시키는데 필요한 모든 방법을
of USAF munitions.
수행한다.

15. During Operational Readiness Inspections or Contingency Operations,
작전태세 검열 또는 비상작전을 하는 동안 미공군 보급의 전쟁 예비
USAF supplied War Reserve Materials will be used to configure 497TFS aircraft
품자는 위의 2절에 명기된 제 497 전술전투비행대대 항공기를 무장하는데
as outlined in para 2 above.
사용한다.

16. ORI tasking of the 497TFS will cover those assets reported in the
제 497대대의 작전태세 검열 임무부여는 임일 부대능력 측정제도에
daily UCMS. Scenario play will only cover USAF functions, and allowances
보고된 모든 자산을 망라한다. 각본에 의한 연습은 단지 미공군 기능만을

will be made for the uniqe nature of the joint ROKAF/USAF manning. MEIs
포함하여, 한.미 공군 공동인원 배치의 독특한 특성을 고려한다.
will cover all USAF functions in place at Taegu.
MEI 는 대구기지의 미공군 전 기능을 망라한 것이다.

17. Provide intermediate level maintenance support equipment on systems
미공군과 6100 군수지원 대대에서 독자적으로 정비를 수행할 수 없는
compatible to USAF aircraft except those systems solely maintained by USAF
것을 제외하고는 야전급 정비지원 장비를 제공한다.
or 6100 LSS (Logistic Support Squadron). Support equipment peculiar to
미공군이 소유하고 있는 항공기에
USAF owned aircraft shall be maintained by USAF.
관한 특수 지원장비는 미공군에서 정비한다.

18. Insure ROKAF operators are certified and issued a US Government
미공군 차량 운전요원이 미공군 면허를 소지
motor vehicle operators identification card (SF46) to operate USAF provided
할 수 있도록 보장한다.
vehicles.

19. Allow 497TFS SOF access to the active RSU for the purpose of
부여된 임무를 수행할 목적을 위한 제 497대대 비행감독관의 현용
conducting assigned duties.
활주로 감독부서 출입을 허가한다.

20. Provide adequate space for the installation of all necessary UHF
미공군 비행감독관의 특수소요를 위하여, 현존 RSU 시설 개선에
and other equipment necessary to upgrade existing RSU facilities for
필요한 모든 UHF 장비 및 기타 장비의 가설에 필요한 충분한 장소를
special USAF SOF requirements.
제공한다.

21. Notify the 6168CSS Commander's designated representation of
제 6168 전투지원 대대장이 지정한 대표자에게 미공군 작전에
airfield conditions or restrictions to include NOTAMS, that may affect
영향을 줄지도 모르는 NOTAMS 를 포함한 비행장의 상태 및 제한사항에
USAF operations.
대해 통보한다.

VI. The USAF aircraft, equipment and material used in support of 497th
제 497 전술전투 비행대대의 지원에 사용되는 미공군 항공기, 장비 및
Tactical Fighter Squadron, will at all times remain the property of the
물자는 항상 미공군 재산으로 존속하며, 언제나 미공군이 관할권을
USAF and the USAF will have the right of access thereto at all times. The
갖는다. 항공기
aircraft, equipment and material shall not be considered to be set aside
장비 및 물자는 본 협약에 언거된 목적 이외의 어떠한 용도에도
or reserved for any use except as permitted hereunder.
사용될 수 없다.

VII. Claims arising under this agreement or as a result of this operation
본 협정하에서 발생되거나, 본 작전운영의 결과로 발생되는 배상 청구는
will be governed by Article XXIII of the US-ROK SOFA.
한.미 행정협정 23조에 의거 처리한다.

VIII. This Memorandum of Understanding (MOU) will be bilingual (Korean
본 양해각서는 한.미 2개 국어로 작성되며, 한국어와 영문판간의
and English) and in the event of a conflict between the Korean and English
해석 차이가 발생할때는 영문판본이 우선권을 갖는다.
version, the English version will govern. Other conflicts will be resolved
기타 해석상의 차이는 위의
by or through the JCG provided for in III, above.
111절에 기록된 합동 조정단을 통하여 해결된다.

IX. Revision or modification of this Memorandum of Understanding (MOU) may
본 양해각서의 개정 또는 수정은 쌍방의 상호 동의에 의거
be accomplished by mutual consent of both parties concerned. This agreement
수행된다. 본 협정은
will be reviewed annually. The review will begin ninety days prior to the
매년 검토된다. 검토는 매년 협정일 또는
anniversary or termination date of this agreement. Unless major revisions
본 협정 만기일의 90일 전에 시작한다. 주요 개정사항이
are made, the completed review may be certified by the Joint Chairmen of
없는한 합동 조정단의 공동의장의 확인으로 검토를 종결한다.
the JCG.

X. This agreement shall become effective upon the date the signatures of
본 협정은 한국공군과 미공군 관계 대표의 서명일을 기하여 효력을
the appropriate representatives of the ROKAF and the USAF have been affixed
발생한다.
hereunto. This agreement will remain in effect during wartime contingencies
본 협정은 전시 비상사태에도 효력이 유지되며, 발효일로 부터
and will terminate five years from the effective date. However, this agree-
5년간 유효하다. 그러나 본 협정은
ment may be cancelled at any time by mutual consent of the parties and it
상방의 동의에 의해 언제라도 취소될 수 있으며, 일방이 상대방에게
may be cancelled by either party upon giving at least thirty days written
최소한 30일전에 서면통보를 함으로써 취소할 수 있다.
notice to the other party.

FOR THE REPUBLIC OF KOREA
대한민국 공군을 대표하여

AIR FORCE

KIM, IN KI
김 인 기
LT GENERAL, ROKAF
한국공군 중장
COMMANDER

COMBAT AIR COMMAND
작전사령관
DATE: 30 Jan. 82
일자

FOR THE UNITED STATES
미 공군을 대표하여

AIR FORCE

FRED A. HAEFFNER
프레드 에이. 헤프너
MAJOR GENERAL, USAF
미 공군 소장
COMMANDER

314TH AIR DIVISION
제 314 비행사단장
DATE: 30 DEC 81
일자

U.S. GOVERNMENT PRINTING OFFICE : 1985 O—33-587

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10350

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10350

INTERNATIONAL WHEAT AGREEMENT, 1971

Wheat Trade Convention, 1971
Modification and Extension

Protocol Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Open for Signature at Washington
March 24 through May 15, 1981

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S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MULTILATERAL

International Wheat Agreement, 1971: Wheat Trade Convention, 1971—Modification and Extension

Protocol open for signature at Washington March 24 through May 15, 1981;
Transmitted by the President of the United States of America to the Senate May 29, 1981 (Treaty Doc. No. 97–9, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations December 10, 1981 (S. Ex. Rept. No. 42, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 16, 1981;
Ratified by the President January 12, 1982;
Ratification of the United States of America deposited January 12, 1982;
Proclaimed by the President February 1, 1982;
Entered into force for the United States of America provisionally July 1, 1981; entered into force definitively January 12, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The 1981 Protocol for the Sixth Extension of the Wheat Trade Convention, 1971, was open for signature in Washington from March 24 through May 15, 1981, and the Protocol was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The text of the Protocol, in the English, French, Russian, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on January 12, 1982, in pursuance of the advice and consent of the Senate;

The Government of the United States of America deposited a declaration of provisional application of the Protocol on June 23, 1981, and deposited its instrument of ratification on January 12, 1982;

Pursuant to the provisions of Article 9 of the Protocol, the Protocol entered into force provisionally for the United States of America on June 23, 1981;

Pursuant to the provisions of Article 9 of the Protocol, the Protocol entered into force definitively for the United States of America on January 12, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after January 12, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL] DONE at the city of Washington this first day of February in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

3

1981 PROTOCOLS FOR THE

SIXTH EXTENSION OF THE WHEAT TRADE CONVENTION, 1971 AND THE FIRST EXTENSION OF THE FOOD AID CONVENTION, 1980[1]

CONSTITUTING THE INTERNATIONAL WHEAT AGREEMENT, 1971

PREAMBLE

The Conference to establish the texts of the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971[2] and the first extension of the Food Aid Convention, 1980[3] constituting the International Wheat Agreement, 1971

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 and 1979,[4]

Considering that the International Wheat Agreement, 1971, consisting of two separate legal instruments - the Wheat Trade Convention, 1971, which was further extended by Protocol in 1979; and the Food Aid Convention, 1980 - will expire on 30 June 1981,

Has established the texts of the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971 and for the first extension of the Food Aid Convention, 1980.

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[1] For the protocol extending the Food Aid Convention, see TIAS 10351.
[2] TIAS 7144; 22 UST 820.
[3] TIAS 10015; 32 UST.
[4] TIAS 1957, 2799, 3709, 4302, 5115, 5844, 6057, 6315, 6537, 7144, 7988, 8227, 8902, 9459, 9878; 63 Stat. 2173; 4 UST 944; 7 UST 3275; 10 UST 1477; 13 UST 1571; 16 UST 1010; 17 UST 948; 18 UST 1699; 19 UST 5499; 22 UST 820; 25 UST 3261; 27 UST 97; 29 UST 1715; 30 UST 4287; 32 UST.

1981 PROTOCOL FOR THE SIXTH EXTENSION OF THE WHEAT TRADE CONVENTION, 1971

The Governments party to this Protocol,

Considering that the Wheat Trade Convention, 1971 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971, which was further extended by Protocol in 1979, expires on 30 June 1981,

Have agreed as follows:

ARTICLE 1

Extension, expiry and termination of the Convention

Subject to the provisions of Article 2 of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1983 provided that, if a new international agreement covering wheat enters into force before 30 June 1983, this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE 2

Inoperative provisions of the Convention

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1981:

(a) paragraph (4) of Article 19;
(b) Articles 22 to 26 inclusive;
(c) paragraph (1) of Article 27;
(d) Articles 29 to 31 inclusive.

ARTICLE 3

Definition

Any reference in this Protocol to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community (hereinafter referred to as "the Community"). Accordingly, any reference in this Protocol to "signature" or to the "deposit of instruments of ratification, acceptance or approval" or "an instrument of accession" or "a declaration of provisional application" by a Government shall, in the case of the Community, be construed as including signature or declaration of provisional application on behalf of the Community by its competent authority and the deposit of the instrument required by the institutional procedures of the Community to be deposited for the conclusion of an international agreement.

ARTICLE 4

Finance

The initial contribution of any exporting or importing member acceding to this Protocol under paragraph (1)(b) of Article 7 thereof, shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

ARTICLE 5

Signature

This Protocol shall be open for signature in Washington from 24 March 1981 until and including 15 May 1981 by Governments of countries party to the Convention as further extended by the 1979 Protocol, or which are provisionally regarded as party to the Convention as further extended by the 1979 Protocol, on 6 March 1981, or which are members of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, and are listed in Annex A or Annex B to the Convention.

ARTICLE 6

Ratification, acceptance or approval

This Protocol shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its respective constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 30 June 1981, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE 7

Accession

(1) This Protocol shall be open for accession

(a) until 30 June 1981 by the Government of any member listed in Annex A or B to the Convention as of that date, except that the Council may grant one or more extensions of time to any Government that has not deposited its instrument by that date, and

(b) after 30 June 1981 by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, upon such conditions as the Council considers appropriate by not less than two thirds of the votes cast by exporting members and two thirds of the votes cast by importing members.

(2) Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

(3) Where, for the purposes of the operation of the Convention and this Protocol, reference is made to members listed in Annex A or B to the Convention, any member the Government of which has acceded to the Convention on conditions prescribed by the Council, or to this Protocol in accordance with paragraph (1)(b) of this Article, shall be deemed to be listed in the appropriate Annex.

ARTICLE 8

Provisional application

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Protocol. Any other Government eligible to sign this Protocol or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE 9

Entry into force

(1) This Protocol shall enter into force on 1 July 1981 if, by 30 June 1981, Governments representing exporting members which held at least 60 per cent of the votes set out in Annex A and representing importing members which held at least 50 per cent of the votes set out in Annex B, or would have held such votes on 30 June 1981 if they had been parties to the Convention on that date, have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, in accordance with Articles 6, 7 and 8 of this Protocol.

(2) If this Protocol does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application.

ARTICLE 10

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Protocol as well as of each notification and notice received under Article 27 of the Convention and each declaration and notification received under Article 28 of the Convention.

ARTICLE 11

Certified copy of the Protocol

As soon as possible after the entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.[1] Any amendments to this Protocol shall likewise be communicated.

[1] TS 993; 59 Stat. 1053.

ARTICLE 12

Relationship of Preamble to Protocol

This Protocol includes the Preamble to the 1981 Protocols for the sixth extension of the Wheat Trade Convention, 1971 and for the first extension of the Food Aid Convention, 1980, constituting the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall be equally authentic. The originals shall be deposited with the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party and to the Executive Secretary of the Council.

PROTOCOLES DE 1981 PORTANT SIXIEME PROROGATION DE LA CONVENTION SUR LE COMMERCE DU BLE DE 1971 ET PORTANT PREMIERE PROROGATION DE LA CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1980 CONSTITUANT L'ACCORD INTERNATIONAL SUR LE BLE DE 1971

PREAMBULE

La Conférence chargée d'établir les textes des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980 constituant l'Accord international sur le blé de 1971,

Considérant que l'Accord international sur le blé de 1949 a été révisé, renouvelé ou prorogé en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 et 1979,

Considérant que l'Accord international sur le blé de 1971, composé de deux instruments juridiques distincts - la Convention sur le commerce du blé de 1971 qui a été prorogée à nouveau par Protocole en 1979, d'une part, et la Convention relative à l'aide alimentaire de 1980, d'autre part - prend fin le 30 juin 1981,

A établi les textes des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980.

PROTOCOLE DE 1981 PORTANT SIXIEME PROROGATION DE LA CONVENTION SUR LE COMMERCE DU BLE DE 1971

Les gouvernements parties au présent Protocole,

Considérant que la Convention sur le commerce du blé de 1971 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971, qui a été prorogée à nouveau par Protocole en 1979, vient à expiration le 30 juin 1981,

Sont convenus de ce qui suit :

ARTICLE PREMIER

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article 2 du présent Protocole, la Convention demeurera en vigueur entre les parties au présent Protocole jusqu'au 30 juin 1983, étant entendu toutefois que, si un nouvel accord international en matière de blé entre en vigueur avant le 30 juin 1983, ledit Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE 2

Dispositions de la Convention rendues inopérantes

Les dispositions suivantes de la Convention seront considérées comme inopérantes à compter du 1er juillet 1981 :

a) le paragraphe 4 de l'article 19 ;
b) les articles 22 à 26 inclus ;
c) le paragraphe 1 de l'article 27 ;
d) les articles 29 à 31 inclus.

ARTICLE 3

Définition

Toute mention, dans le présent Protocole, du "gouvernement" ou des "gouvernements" est réputée valoir aussi pour la Communauté économique européenne (ci-après dénommée "la Communauté"). En conséquence, toute mention, dans le présent Protocole, de "la signature" ou du "dépôt des instruments de ratification, d'acceptation ou d'approbation" ou d'un "instrument d'adhésion" ou d'une "déclaration d'application à titre provisoire" par un gouvernement est, dans le cas de la Communauté, réputée valoir aussi pour la signature ou pour la déclaration d'application à titre provisoire au nom de la Communauté par son autorité compétente ainsi que pour le dépôt de l'instrument requis par la procédure institutionnelle de la Communauté pour la conclusion d'un accord international.

ARTICLE 4

Dispositions financières

La cotisation initiale de tout membre exportateur ou de tout membre importateur qui adhère au présent Protocole conformément aux dispositions de l'alinéa b) du paragraphe 1 de l'article 7 dudit Protocole est fixée par le Conseil en fonction du nombre des voix qui lui seront attribuées et de la période restant à courir dans l'année agricole ; toutefois, les cotisations fixées pour les autres membres exportateurs et pour les autres membres importateurs au titre de l'année agricole en cours ne sont pas modifiées.

ARTICLE 5

Signature

Le présent Protocole sera ouvert, à Washington, du 24 mars 1981 au 15 mai 1981 inclus, à la signature des gouvernements des pays parties à la Convention prorogée à nouveau par le Protocole de 1979, ou provisoirement considérés comme étant parties à celle-ci, au 6 mars 1981, ou qui sont membres de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique et sont énumérés dans l'annexe A ou dans l'annexe B de la Convention.

ARTICLE 6

Ratification, acceptation ou approbation

Le présent Protocole est soumis à la ratification, à l'acceptation ou à l'approbation de chacun des gouvernements signataires conformément à ses procédures constitutionnelles. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 30 juin 1981, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE 7

Adhésion

1) Le présent Protocole sera ouvert :

a) jusqu'au 30 juin 1981, à l'adhésion du gouvernement de tout membre énuméré à cette date dans les annexes A ou B de la Convention, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement n'ayant pas déposé son instrument à la date en question, et

b) après le 30 juin 1981, à l'adhésion du gouvernement de tout membre de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique, aux conditions que le Conseil jugera appropriées à la majorité des deux tiers au moins des voix exprimées par les membres exportateurs et des deux tiers au moins des voix exprimées par les membres importateurs.

2) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

3) Lorsqu'il est fait mention, aux fins de l'application de la Convention et du présent Protocole, des membres énumérés dans les annexes A ou B de la Convention, tout membre dont le gouvernement a adhéré à la Convention dans les conditions prescrites par le Conseil ou au présent Protocole conformément à l'alinéa b) du paragraphe 1 du présent article sera réputé énuméré dans l'annexe appropriée.

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ARTICLE 8

Application à titre provisoire

Tout gouvernement signataire peut déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application à titre provisoire du présent Protocole. Tout autre gouvernement remplissant les conditions nécessaires pour signer le présent Protocole ou dont la demande d'adhésion est approuvée par le Conseil peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application à titre provisoire. Tout gouvernement déposant une telle déclaration applique provisoirement le présent Protocole et il est considéré provisoirement comme y étant partie.

ARTICLE 9

Entrée en vigueur

1) Le présent Protocole entrera en vigueur le 1er juillet 1981 si, au 30 juin 1981, des gouvernements représentant les membres exportateurs qui détiennent au moins 60 pour cent des voix dénombrées dans l'annexe A et représentant les membres importateurs qui détiennent au moins 50 pour cent des voix dénombrées dans l'annexe B, ou qui auraient détenu ces pourcentages de voix respectifs le 30 juin 1981 s'ils avaient été parties à la Convention à cette date, ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, conformément aux articles 6, 7 et 8 du présent Protocole.

2) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, pourront décider d'un commun accord qu'il entrera en vigueur entre les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire.

ARTICLE 10

Notification par le gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de gouvernement dépositaire, notifiera à tous les gouvernements signataires et adhérents toute signature, ratification, acceptation, approbation, application à titre provisoire du présent Protocole et toute adhésion, ainsi que toute notification et tout préavis reçus conformément aux dispositions de l'article 27 de la Convention et toute déclaration et notification reçues conformément aux dispositions de l'article 28 de la Convention.

ARTICLE 11

Copie certifiée conforme du Protocole

Le plus tôt possible après l'entrée en vigueur du présent Protocole, le gouvernement dépositaire adressera une copie certifiée conforme dudit Protocole en langues anglaise, espagnole, française et russe au Secrétaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies. Tout amendement au présent Protocole sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE 12

Rapport entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971 et portant première prorogation de la Convention relative à l'aide alimentaire de 1980 constituant l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements ou leurs autorités respectifs, ont signé le présent Protocole à la date figurant en regard de leur signature.

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font également foi. Les textes originaux seront déposés auprès du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à chaque partie signataire et adhérente ainsi qu'au Secrétaire exécutif du Conseil.

ПРОТОКОЛЫ 1981 ГОДА О ШЕСТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА И О ПЕРВОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ 1980 ГОДА, СОСТАВЛЯЮЩИХ МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО ПШЕНИЦЕ 1971 ГОДА

ПРЕАМБУЛА

Конференция по составлению текстов Протоколов 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении Конвенции об оказании продовольственной помощи 1980 года, составляющих Международное соглашение по пшенице 1971 года

Принимая во внимание, что Международное соглашение по пшенице 1949 года пересматривалось, возобновлялось или продлевалось в 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 и 1979 годах,

Принимая во внимание, что срок действия Международного соглашения по пшенице 1971 года, состоящего из двух самостоятельных юридических актов, - Конвенции о торговле пшеницей 1971 года, срок действия которой был дальнейшим образом продлен Протоколом в 1979 году, и Конвенции об оказании продовольственной помощи 1980 года - истекает 30 июня 1981 года,

Составила тексты Протоколов 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении срока действия Конвенции об оказании продовольственной помощи 1980 года.

ПРОТОКОЛ 1981 ГОДА О ШЕСТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА

Правительства-Стороны настоящего Протокола,

Принимая во внимание, что срок действия Конвенции о торговле пшеницей 1971 года (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 года, продленный дальнейшим образом Протоколом 1979 года, истекает 30 июня 1981 года,

Согласились о следующем:

СТАТЬЯ 1

Продление, истечение и прекращение срока действия Конвенции

Согласно положениям Статьи 2 настоящего Протокола, Конвенция останется в силе для Сторон настоящего Протокола до 30 июня 1983 года, при условии, что если новое международное соглашение по пшенице вступит в силу до 30 июня 1983 года, действие настоящего Протокола останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ 2

Неоперативные положения Конвенции

С 1 июля 1981 года следующие положения Конвенции будут считаться неоперативными:

(a) параграф (4) Статьи 19;

(b) Статьи с 22 по 26 включительно;

(c) параграф (1) Статьи 27;

(d) Статьи с 29 по 31 включительно.

СТАТЬЯ 3

Определение

Любую ссылку в настоящем Протоколе на "Правительство" или "Правительства" следует понимать как включающую ссылку на Европейское Экономическое Сообщество (именуемое в дальнейшем "Сообщество"). Соответственно, любую ссылку в настоящем Протоколе на "подписание" или на"сдачу на хранение актов о ратификации, принятии или одобрении" или на "акт о присоединении" или "декларацию о временном применении" Правительством следует, применительно к Сообществу, понимать как включающую подписание или декларацию о временном применении от имени Сообщества ее компетентным органом и депонирование акта, который, согласно уставной процедуре Сообщества, сдается на хранение при заключении международного соглашения.

СТАТЬЯ 4

Финансовые вопросы

Первоначальный взнос любого участника-экспортера или импортера, присоединяющегося к настоящему Протоколу согласно его параграфу (1) (b) Статьи 7, устанавливается Советом на основании количества голосов, которым этот участник будет располагать, и срока, остающегося до истечения текущего сельскохозяйственного года, причем взносы, установленные для других участников-экспортеров и импортеров на текущий сельскохозяйственный год, остаются без изменения.

СТАТЬЯ 5

Подписание

Настоящий Протокол открыт для подписания в Вашингтоне с 24 марта 1981 года по 15 мая 1981 года включительно Правительствами стран-Сторон Конвенции, продленной далее Протоколом 1979 года, или временно считающимися на 6 марта 1981 года сторонами Конвенции, продленной далее Протоколом 1979 года, или являющимися членами Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии и перечисленными в Приложении А или Приложении В к Конвенции.

СТАТЬЯ 6

Ратификация, принятие или одобрение

Настоящий Протокол подлежит ратификации, принятию или одобрению каждым подписавшим Правительством в соответствии с его соответствующими конституционными процедурами. Акты о ратификации, принятии или одобрении сдаются на хранение Правительству Соединенных Штатов Америки не позднее 30 июня 1981 года, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому подписавшему Правительству, которое не сдало на хранение к указанному сроку своих актов о ратификации, принятии или одобрении.

СТАТЬЯ 7

Присоединение

(1) Настоящий Протокол открыт для присоединения:

(a) до 30 июня 1981 года Правительства любой страны-участницы, внесенной на эту дату в список в Приложении A или Приложении B к Конвенции, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому Правительству, которое не сдало на хранение к этому времени акт о присоединении, и

(b) после 30 июня 1981 года Правительства любой страны-члена Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии на таких условиях, которые Совет сочтет целесообразными большинством не менее, чем в две трети голосов, поданных участниками-экспортерами, и не менее, чем в две трети голосов, поданных участниками-импортерами.

(2) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

(3) В тех случаях, когда для целей осуществления Конвенции и настоящего Протокола делается ссылка на участников,перечисленных в Приложении A или B к Конвенции, любой участник, Правительство которого присоединилось к Конвенции на условиях, предписанных Советом, или к настоящему Протоколу в соответствии с параграфом (1) (b) настоящей Статьи, считается внесенным в список соответствующего Приложения.

СТАТЬЯ 8

Временное применение

Любое подписавшее Правительство может сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении настоящего Протокола. Любое другое Правительство, имеющее право подписать настоящий Протокол, или чье обращение о присоединении одобрено Советом, может также сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении. Любое Правительство, сдающее на хранение такую декларацию, временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ 9

Вступление в силу

(1) Настоящий Протокол вступает в силу 1 июля 1981 года, если к 30 июня 1981 года Правительства, представляющие участников-экспортеров, которые обладают, по крайней мере, 60% голосов, указанных в Приложении А, и представляющие участников-импортеров, которые обладают, по крайней мере, 50% голосов, указанных в Приложении В, или обладали бы таким количеством голосов на 30 июня 1981 года, если бы они являлись сторонами данной Конвенции на эту дату, сдадут на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении в соответствии со Статьями 6, 7 и 8 настоящего Протокола.

(2) Если настоящий Протокол не вступает в силу в соответствии с параграфом (1) настоящей Статьи, Правительства, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении, могут с взаимного согласия решить, что таковой вступает в силу для тех Правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, или декларации о временном применении.

СТАТЬЯ 10

Извещение Правительством страны-депозитария

Правительство Соединенных Штатов Америки как Правительство страны-депозитария будет извещать все подписавшие и присоединившиеся Правительства о каждом случае подписания, ратификации, принятия, одобрения, временного применения и присоединения к настоящему Протоколу так же, как и о каждом извещении и уведомлении, полученном в соответствии со Статьей 27 Конвенции и о каждой декларации и извещении, полученной в соответствии со Статьей 28 Конвенции.

СТАТЬЯ 11

Заверенная копия Протокола

В кратчайшие сроки после вступления в силу настоящего Протокола Правительство страны-депозитария посылает Генеральному секретарю Организации Объединенных Наций заверенную копию настоящего Протокола на английском, французском, русском и испанском языках для регистрации в соответствии со Статьей 102 Устава Организации Объединенных Наций. Любые изменения к настоящему Протоколу сообщаются в таком же порядке.

СТАТЬЯ 12

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу и Протоколам 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года и о первом продлении срока действия Конвенции об оказании продовольственной помощи 1980 года, составляющих Международное соглашение по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномоченными своими соответствующими Правительствами или органами власти, подписали настоящий Протокол в даты, указанные против их подписей.

Тексты настоящего Протокола на английском, французском, русском и испанском языках являются равно аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии таковых каждой подписавшей и присоединившейся стороне и Исполнительному секретарю Совета.

PROTOCOLOS, 1981, PARA LA SEXTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971, Y LA PRIMERA PRORROGA DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1980, QUE CONSTITUYEN EL CONVENIO INTERNACIONAL DEL TRIGO, 1971

PREAMBULO

La Conferencia para fijar los textos de los Protocolos, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980, que constituyen el Convenio Internacional del Trigo, 1971,

Considerando que el Convenio Internacional del Trigo, 1949, fué revisado, renovado o prorrogado en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, 1978 y 1979,

Considerando que el Convenio Internacional del Trigo, 1971, que comprende dos instrumentos jurídicos independientes - el Convenio sobre el Comercio del Trigo, 1971, que fué prorrogado por virtud de Protocolo en 1979, y el Convenio sobre la Ayuda Alimentaria, 1980 - caduca el 30 de junio de 1981,

Ha fijado los textos de los Protocolos, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y para la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980.

PROTOCOLO, 1981, PARA LA SEXTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971

Los Gobiernos partes en el presente Protocolo,

Considerando que la vigencia del Convenio sobre el Comercio del Trigo, 1971 (llamado en adelante "el Convenio") del Convenio Internacional del Trigo, 1971, que fué prorrogado de nuevo por virtud de Protocolo en 1979, caduca el 30 de junio de 1981,

Han convenido lo siguiente:

ARTICULO 1

Prórroga, caducidad y rescisión del Convenio

A reserva de lo dispuesto en el Artículo 2 del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1983, quedando entendido que si, antes del 30 de junio de 1983, entra en vigor un nuevo convenio internacional comprendiendo trigo, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo convenio.

ARTICULO 2

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1981, se considerarán derogadas las siguientes disposiciones del Convenio:

a) párrafo 4 del Artículo 19;
b) Artículos 22 al 26 inclusive;
c) párrafo 1 del Artículo 27;
d) Artículos 29 al 31 inclusive.

ARTICULO 3

Definición

Toda referencia en el presente Protocolo a un "gobierno" o "gobiernos" será de aplicación a la Comunidad Económica Europea (llamada en adelante "la Comunidad"). Por consiguiente, toda referencia en el presente Protocolo a "firma" o al "depósito de instrumentos de ratificación, aceptación o aprobación", o "un instrumento de adhesión" o "una declaración de aplicación provisional" por un gobierno, comprende, en el caso de la Comunidad, la firma o declaración de aplicación provisional en nombre de la Comunidad por su autoridad competente y el depósito del instrumento que, con arreglo a los procedimientos institucionales de la Comunidad, deba depositar para la conclusión de un convenio internacional.

ARTICULO 4

Disposiciones financieras

La contribución inicial de todo miembro exportador o importador, que efectúe su adhesión al presente Protocolo con arreglo al apartado b) del párrafo 1 del Artículo 7 del mismo, será determinada por el Consejo tomando como base los votos que se le hayan asignado y el período que quede por transcurrir del año agrícola en curso, pero no se modificarán las contribuciones de los demás exportadores e importadores ya determinadas para dicho año agrícola.

ARTICULO 5

Firma

El presente Protocolo estará abierto en Washington, desde el 24 de marzo de 1981 hasta el 15 de mayo de 1981 inclusive, a la firma de los Gobiernos de los países partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1979, o que, el 6 de marzo de 1981, son provisionalmente considerados partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1979, o que son miembros de las Naciones Unidas, de sus organismos especializados o del Organismo Internacional de Energía Atómica, y están comprendidos en los Anexos A y B del Convenio.

ARTICULO 6

Ratificación, aceptación o aprobación

El presente Protocolo quedará sujeto a la ratificación, aceptación o aprobación de cada Gobierno signatario, de acuerdo con sus respectivos procedimientos constitucionales. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América no más tarde del 30 de junio de 1981, quedando entendido que el Consejo podrá conceder una o más prórrogas del plazo a todo Gobierno signatario que, para dicha fecha, no haya depositado su instrumento de ratificación, aceptación o aprobación.

ARTICULO 7

Adhesión

1. El presente Protocolo quedará abierto a la adhesión,

a) hasta el 30 de junio de 1981, del Gobierno de todo miembro que figure en el Anexo A o B del Convenio en dicha fecha, quedando entendido que el Consejo podrá conceder una o más prórrogas del plazo a todo Gobierno que no tenga depositado su instrumento en dicha fecha, y

b) después del 30 de junio de 1981, del Gobierno de todo miembro de las Naciones Unidas, o sus organismos especializados o del Organismo Internacional de Energía Atómica, con arreglo a las condiciones que el Consejo estime oportuno establecer por una mayoría no inferior a los dos tercios de los votos emitidos por los miembros exportadores y a los dos tercios de los votos emitidos por los miembros importadores.

2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

3. Cuando, para los fines de aplicación del Convenio y del presente Protocolo, se haga referencia a miembros que figuran en los Anexos A o B del Convenio, se entenderá que los miembros cuyos Gobiernos se hayan adherido al Convenio, en las condiciones establecidas por el Consejo, o al presente Protocolo, según determina el apartado b) del párrafo 1 del presente Artículo, figuran en el Anexo correspondiente.

ARTICULO 8

Aplicación provisional

Todo Gobierno signatario podrá depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Protocolo. Cualquier otro Gobierno en situación de poder firmar el presente Protocolo, o cuya solicitud de adhesión le haya aprobado el Consejo, podrá asimismo depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo Gobierno que deposite tal declaración, aplicará provisionalmente el presente Protocolo y será considerado, provisionalmente, como parte en el mismo.

ARTICULO 9

Entrada en vigor

1. El presente Protocolo entrará en vigor el 1 de julio de 1981, siempre que, el 30 de junio de 1981, los Gobiernos que representen a miembros exportadores que poseen por lo menos el 60 por ciento de los votos indicados en el Anexo A y a miembros importadores que poseen por lo menos el 50 por ciento de los votos indicados en el Anexo B, o que el 30 de junio de 1981 hubiesen poseído, respectivamente, esos votos si hubiesen sido partes en el Convenio, hayan depositado sus instrumentos de ratificación, aceptación, aprobación, o adhesión, o declaraciones de aplicación provisional, de conformidad con los Artículos 6, 7 y 8 del presente Protocolo.

2. Si el presente Protocolo no entrase en vigor de acuerdo con lo dispuesto en el párrafo 1 del presente Artículo, los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el Protocolo entrará en vigor entre aquellos Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, o adhesión o declaraciones de aplicación provisional.

ARTICULO 10

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, deberá notificar a todos los Gobiernos signatarios y a todos los Gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación, aplicación provisional del presente Protocolo, y toda adhesión al mismo, así como toda notificación y comunicado que reciba en virtud del Artículo 27 del Convenio y toda declaración y notificación que reciba conforme al Artículo 28 del Convenio.

ARTICULO 11

Copia certificada del Protocolo

Tan pronto como sea posible, después de la entrada en vigor del presente Protocolo, el Gobierno depositario enviará copia certificada del presente Protocolo, en los idiomas español, francés, inglés y ruso, al Secretario General de las Naciones Unidas para que lo registre de conformidad con el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Protocolo se comunicará en la misma forma al Secretario General de las Naciones Unidas.

ARTICULO 12

Relación entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1981, instituidos para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, y para la primera prórroga del Convenio sobre la Ayuda Alimentaria, 1980, que constituyen el Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados al efecto por sus respectivos Gobiernos o autoridades, han firmado el presente Protocolo en las fechas que figuran junto a sus firmas.

Los textos del presente Protocolo en los idiomas español, francés, inglés y ruso serán igualmente auténticos. Los originales serán entregados en depósito al Gobierno de los Estados Unidos de América, el cual remitirá copia certificada de los mismos a cada parte signataria o que se adhiera, y al Secretario Ejecutivo del Consejo.

Note by the Department of State

**Signatories to the
Protocol for the Sixth Extension
of the Wheat Trade Convention 1971**

**Open for signature at Washington
from March 24 to May 15, 1981**

FOR ALGERIA:

RÉDHA MALEK
15/May/1981

FOR ARGENTINA:

FOR AUSTRALIA:

N F PARKINSON
12 May 1981

FOR AUSTRIA:

D. GUENTER BIRBAUM
May 7, 1981

FOR BARBADOS:

FOR BELGIUM:

J R SCHOUMAKER
May 14, 1981

FOR BOLIVIA:

FOR BRAZIL:

A. F. AZEREDO DA SILVEIRA
4/28/1981

FOR BULGARIA:

FOR CANADA:

FOR CHINA:

FOR COLOMBIA:

FOR COSTA RICA:

FOR CUBA:

R SANCHEZ PARODI
May 8, 1981

FOR DENMARK:

OTTO BORCH
Subject to ratification
May 14, 1981

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:

FOR EGYPT:

ASHRAF GHORBAL
24th of April 1981

FOR EL SALVADOR:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

R D. KERGORLAY
May 14, 1981

FOR FINLAND:

PASI RUTANEN
May 12, 1981

FOR FRANCE:

F L LABOULAYE
le 14 mai 1981

FOR THE FEDERAL REPUBLIC OF GERMANY:

WIEGAND C. PABSCH
14 May 1981

FOR GREECE:

A KOSTOPOULOS
14 May 1981

FOR GUATEMALA:

FELIPE DOROTEO MONTERROSO
May 15, 1981

FOR INDIA:

FOR INDONESIA:

FOR IRAN:

FOR IRAQ:

Z. AL-OMAR
5/11/1981

FOR IRELAND:

SEÁN DONLON
May 14, 1981

FOR ISRAEL:

FOR ITALY:

PAOLO PANSA CEDRONIO
May 14, 1981

FOR JAPAN:

YOSHIO OKAWARA
May 12, 1981

FOR KENYA:

JOHN P. MBOGUA
April 16, 1981

FOR THE REPUBLIC OF KOREA:

YONG SHIK KIM
May 7, 1981

FOR KUWAIT:

FOR LEBANON:

FOR LIBYA:

FOR LUXEMBOURG:

N. DIDIER
May 14, 81

FOR MALTA:

FOR MAURITIUS:

JESSERAMSING
7th May 1981

FOR MEXICO:

FOR MOROCCO:

FOR THE KINGDOM OF THE NETHERLANDS:

A G O SMITSENDONK
May 14th 1981

FOR NIGERIA:

FOR NORWAY:

KNUT HEDEMANN
25 March 1981

FOR PAKISTAN:

FOR PANAMA:

FOR PERU:

F. SCHWALB
15 May 1981

FOR PORTUGAL:

RIBEIRO DE MENESES
13/5/81

FOR SAUDI ARABIA:

F. ALHEGELAN
4/30/81

FOR SOUTH AFRICA:

D. B. SOLE
15 May 1981

FOR SPAIN:

ALONSO A. DE TOLEDO
15 Mayo 1981

FOR SRI LANKA:

FOR SWEDEN:

W WACHTMEISTER
April 6, 1981

FOR SWITZERLAND:

A. HEGNER
May 6, 1981

FOR THE SYRIAN ARAB REPUBLIC:

FOR TRINIDAD AND TOBAGO:

VICTOR C. MCINTYRE
15 May 1981

FOR TUNISIA:

ALI HEDDA
4.22.81

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A. DOBRYNIN
15/V 81

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

DEREK M. D. THOMAS
14 May 1981

FOR THE UNITED STATES OF AMERICA:

RICHARD E. LYNG
May 8, 1981

FOR URUGUAY:

FOR THE VATICAN CITY STATE:

PIO LAGHI
May 12, 1981

FOR VENEZUELA:

M PEREZ CH
5 de Mayo de 1981

U.S. GOVERNMENT PRINTING OFFICE : 1984 O—23-563

10351

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10351

INTERNATIONAL WHEAT AGREEMENT, 1971

Food Aid Convention, 1980
Modification and Extension

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DEPOSITORY 378

Protocol Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Open for Signature at Washington
March 24 through May 15, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

MULTILATERAL

International Wheat Agreement, 1971: Food Aid Convention, 1980—Modification and Extension

Protocol open for signature at Washington March 24 through May 15, 1981;
Transmitted by the President of the United States of America to the Senate May 29, 1981 (Treaty Doc. No. 97-9, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations December 10, 1981 (S. Ex. Rept. No. 42, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 16, 1981;
Ratified by the President January 12, 1982;
Ratification of the United States of America deposited January 12, 1982;
Proclaimed by the President February 1, 1982;
Entered into force for the United States of America provisionally July 1, 1981; entered into force definitively January 12, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The 1981 Protocol for the First Extension of the Food Aid Convention, 1980, was open for signature in Washington from March 24 through May 15, 1981, and the Protocol was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The text of the Protocol, in the English, French, Russian, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on January 12, 1982, in pursuance of the advice and consent of the Senate;

The Government of the United States of America deposited a declaration of provisional application of the Protocol on June 23, 1981, and deposited its instrument of ratification on January 12, 1982;

Pursuant to the provisions of Article IX of the Protocol, the Protocol entered into force provisionally for the United States of America on June 23, 1981;

Pursuant to the provisions of Article IX of the Protocol, the Protocol entered into force definitively for the United States of America on January 12, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after January 12, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this first day of February in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:

ALEXANDER M. HAIG JR

Secretary of State

1981 PROTOCOL FOR THE FIRST EXTENSION OF THE FOOD AID CONVENTION, 1980 [1]

The parties to this Protocol,

Considering that the Food Aid Convention, 1980 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971 expires on 30 June 1981,

Have agreed as follows:

ARTICLE I

Extension, expiry and termination of the Convention

Subject to the provisions of Article II of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1983 provided that, if a new agreement covering food aid enters into force before 30 June 1983, this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE II

Inoperative provisions of the Convention

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1981:

(a) Article XII

(b) Article XVII

(c) paragraph (1) of Article XVIII.

---

[1] TIAS 10015. For the Preamble to the 1981 Protocols extending the Food Aid Convention and the Wheat Trade Convention, 1971, see TIAS 10350.

ARTICLE III

International food aid

For the purposes of the operation of the Convention as extended by this Protocol, any member which has acceded to this Protocol pursuant to paragraph (2) of Article VIII of this Protocol shall be deemed to be listed in paragraph (3) of Article III of the Convention, together with its minimum contribution as determined under the relevant provisions of Article VIII of this Protocol.

ARTICLE IV

Signature

This Protocol shall be open for signature in Washington from 24 March 1981 until and including 15 May 1981 by the Governments referred to in paragraph (3) of Article III of the Convention.

ARTICLE V

Depositary

The Government of the United States of America shall be the depositary of this Protocol.

ARTICLE VI

Ratification, acceptance or approval

This Protocol shall be subject to ratification, acceptance or approval by each signatory Government in accordance with its constitutional procedures. Instruments of ratification, acceptance or approval shall be deposited with the depositary not later than 30 June 1981, except that the Food Aid Committee under the Convention (hereinafter referred to as "the Committee") may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE VII

Provisional application

Any signatory Government may deposit with the depositary a declaration of provisional application of this Protocol. Any such Government shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE VIII

Accession

(1) This Protocol shall be open for accession by any Government referred to in paragraph (3) of Article III of the Convention that has not signed this Protocol. Instruments of accession shall be deposited with the depositary not later than 30 June 1981, except that the Committee may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date.

(2) Once this Protocol has entered into force in accordance with Article IX of this Protocol, it shall be open for accession by any Government other than those referred to in paragraph (3) of Article III of the Convention, upon such conditions as the Committee considers appropriate. Instruments of accession shall be deposited with the depositary.

(3) Any Government acceding to this Protocol under paragraph (1) or paragraph (2) of this Article may deposit with the depositary a declaration of provisional application of this Protocol pending the deposit of its instrument of accession. Any such Government shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE IX

Entry into force

(1) This Protocol shall enter into force on 1 July 1981, if by 30 June 1981 the Governments referred to in paragraph (3) of Article III of the Convention have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, and provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, [1] or a new Wheat Trade Convention replacing it, is in force.

(2) If this Protocol does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval or accession, or declarations of provisional application, may decide by unanimous consent that it shall enter into force among themselves provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, or a new Wheat Trade Convention replacing it, is in force, or may take whatever other action they consider the situation requires.

ARTICLE X

Duration

This Protocol shall remain in force until and including 30 June 1983, provided that the 1981 Protocol for the sixth extension of the Wheat Trade Convention, 1971, or a new Wheat Trade Convention replacing it, remains in force until and including that date.

[1] TIAS 10350; 33 UST.

ARTICLE XI

Authentic texts

The texts of this Protocol in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the depositary, which shall transmit certified copies thereof to each signatory and acceding Government.

ARTICLE XII

Relationship of Preamble to Protocol [1]

This Protocol includes the Preamble to the 1981 Protocols for the sixth extension of the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

[1] See p. 3, footnote 1.

PROTOCOLE DE 1981
PORTANT PREMIERE PROROGATION DE LA
CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1980

Les parties au présent Protocole,

Considérant que la Convention relative à l'aide alimentaire de 1980 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971 vient à expiration le 30 juin 1981,

Sont convenus de ce qui suit :

ARTICLE I

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article II du présent Protocole, la Convention demeurera en vigueur entre les parties audit Protocole jusqu'au 30 juin 1983, étant entendu toutefois que, si un nouvel accord en matière d'aide alimentaire entre en vigueur avant le 30 juin 1983, le présent Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE II

Dispositions de la Convention rendues inopérantes

Les dispositions suivantes de la Convention seront considérées comme inopérantes à compter du 1er juillet 1981 :

a) article XII
b) article XVII
c) paragraphe 1 de l'article XVIII.

ARTICLE III

Aide alimentaire internationale

Aux fins de l'application de la Convention, telle qu'elle a été prorogée par le présent Protocole, tout membre qui aura adhéré audit Protocole conformément aux dispositions du paragraphe 2 de l'article VIII de ce Protocole sera réputé figurer au paragraphe 3 de l'article III de la Convention, avec la contribution minimale qui lui aura été attribuée conformément aux dispositions pertinentes de l'article VIII du présent Protocole.

ARTICLE IV

Signature

Le présent Protocole sera ouvert, à Washington, du 24 mars 1981 au 15 mai 1981 inclus, à la signature des gouvernements visés au paragraphe 3 de l'article III de la Convention.

ARTICLE V

Dépositaire

Le Gouvernement des Etats-Unis d'Amérique est le dépositaire du présent Protocole.

ARTICLE VI

Ratification, acceptation ou approbation

Le présent Protocole est soumis à la ratification, à l'acceptation ou à l'approbation de chaque gouvernement signataire conformément à ses procédures constitutionnelles. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du dépositaire au plus tard le 30 juin 1981, étant entendu que le Comité de l'aide alimentaire établi en vertu de la Convention (dénommé ci-après "le Comité") peut accorder une ou plusieurs prolongations de délai à tout gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE VII

Application à titre provisoire

Tout gouvernement signataire peut déposer auprès du dépositaire une déclaration d'application à titre provisoire du présent Protocole. Il applique le présent Protocole à titre provisoire et est réputé provisoirement y être partie.

ARTICLE VIII

Adhésion

1) Le présent Protocole est ouvert à l'adhésion de tout gouvernement visé au paragraphe 3 de l'article III de la Convention qui n'a pas signé le présent Protocole. Les instruments d'adhésion seront déposés auprès du dépositaire au plus tard le 30 juin 1981, étant entendu que le Comité pourra accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument d'adhésion à cette date.

2) Lorsque le présent Protocole sera entré en vigueur conformément aux dispositions de l'article IX du présent Protocole, il sera ouvert à l'adhésion de tout gouvernement autre que ceux qui sont visés au paragraphe 3 de l'article III de la Convention, aux conditions que le Comité jugera appropriées. Les instruments d'adhésion seront déposés auprès du dépositaire.

3) Tout gouvernement adhérant au présent Protocole en vertu du paragraphe 1 ou du paragraphe 2 du présent article peut déposer auprès du dépositaire une déclaration d'application à titre provisoire du présent Protocole en attendant le dépôt de son instrument d'adhésion. Il applique le présent Protocole à titre provisoire et est réputé provisoirement y être partie.

ARTICLE IX

Entrée en vigueur

1) Le présent Protocole entrera en vigueur le 1er juillet 1981, si, au 30 juin 1981, les gouvernements visés au paragraphe 3 de l'article III de la Convention ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, et sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, soit en vigueur.

2) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou des déclarations d'application à titre provisoire, pourront décider unanimement qu'il entrera en vigueur entre eux-mêmes, sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, soit en vigueur, ou bien pourront prendre toute autre décision que la situation leur paraîtra exiger.

ARTICLE X

Durée

Le présent Protocole restera en vigueur jusqu'au 30 juin 1983 inclus, sous réserve que le Protocole de 1981 portant sixième prorogation de la Convention sur le commerce du blé de 1971, ou une nouvelle convention sur le commerce du blé la remplaçant, reste en vigueur jusqu'à cette date incluse.

ARTICLE XI

Textes faisant foi

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font tous également foi. Les originaux seront déposés dans les archives du dépositaire, qui en adressera des copies certifiées conformes à tous les gouvernements signataires et adhérents.

ARTICLE XII

Rapport entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1981 portant sixième prorogation de l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements ou autorités respectifs, ont signé le présent Protocole à la date qui figure en regard de leur signature.

- - - - -

ПРОТОКОЛ 1981 ГОДА О ПЕРВОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ 1980 ГОДА

Стороны настоящего Протокола,

Принимая во внимание, что срок действия Конвенции об оказании продовольственной помощи 1980 года (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 года истекает 30 июня 1981 года,

Согласились о следующем:

СТАТЬЯ 1

Продление, истечение и прекращение срока действия Конвенции

Согласно положениям Статьи П настоящего Протокола, Конвенция останется в силе для сторон настоящего Протокола до 30 июня 1983 года при условии что, если новое соглашение, об оказании продовольственной помощи, вступит в силу до 30 июня 1983 года, действие настоящего Протокола останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ П

Неоперативные положения Конвенции

С 1 июля 1981 года следующие положения Конвенции будут считаться неоперативными:

(a) Статья XI

(b) Статья XУП

(c) параграф (1) Статьи XУШ.

СТАТЬЯ Ш

Международная продовольственная помощь

В целях осуществления Конвенции, продленной настоящим Протоколом, любой участник, присоединившийся к настоящему Протоколу в соответствии с параграфом (2) Статьи УШ настоящего Протокола, считается внесенным в список в параграфе (3) Статьи Ш Конвенции вместе с указанием размера его минимального взноса, как это определено соответствующими положениями Статьи УШ настоящего Протокола.

СТАТЬЯ 1У

Подписание

Настоящий Протокол открыт для подписания в Вашингтоне с 24 марта 1981 года по 15 мая 1981 года включительно Правительствами, упомянутыми в параграфе (3) Статьи Ш Конвенции.

СТАТЬЯ У

Депозитарий

Правительство Соединенных Штатов Америки является депозитарием настоящего Протокола.

СТАТЬЯ У1

Ратификация, принятие или одобрение

Настоящий Протокол подлежит ратификации, принятию или одобрению каждым подписавшим Правительством в соответствии с его конституционными процедурами. Акты о ратификации, принятии или одобрении сдаются на хранение депозитарию не позднее 30 июня 1981 года за исключением случаев, когда Комитет по продовольственной помощи в соответствии с Конвенцией (упоминаемый далее как "Комитет") может предоставить одну или более отсрочек любому подписавшему Правительству, которое к этой дате не сдало на хранение своего акта о ратификации, принятии или одобрении.

СТАТЬЯ УП

Временное применение

Любое подписавшее Правительство может сдать на хранение депозитарию декларацию о временном применении настоящего Протокола. Любое такое Правительство временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ УШ

Присоединение

(1) Настоящий Протокол открыт для присоединения любого Правительства, упомянутого в параграфе (3) Статьи Ш Конвенции, не подписавшего настоящего Протокола. Акты о присоединении сдаются на хранение депозитарию не позднее, чем 30 июня 1981 года, за исключением случаев, когда Комитет может предоставить одну или более отсрочек любому Правительству, которое к этой дате не сдало на хранение своего акта о присоединении.

(2) С момента вступления настоящего Протокола в силу в соответствии с Статьей 1Х настоящего Протокола, таковой будет открыт для присоединения любого Правительства, помимо упомянутых в параграфе (3) Статьи Ш Конвенции, на таких условиях, которые Комитет сочтет подходящими. Акты о присоединении сдаются на хранение депозитарию.

(3) Любое Правительство, присоединяющееся к настоящему Протоколу в соответствии с параграфом (1) или параграфом (2) настоящей Статьи, может сдать на хранение депозитарию декларацию о временном применении настоящего Протокола до сдачи на хранение своего акта о присоединении. Любое такое Правительство временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ IX

Вступление в силу

(1) Настоящий Протокол вступает в силу 1 июля 1981 года, если к 30 июня 1981 года Правительства, упомянутые в параграфе (3) Статьи Ш Конвенции, сдадут на хранение акты о ратификации, принятии, одобрении или присоединении или декларации о временном применении и при условии, что Протокол 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей находятся в силе.

(2) Если настоящий Протокол не вступает в силу в соответствии с параграфом (1) настоящей Статьи, Правительства, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении или декларации о временном применении, могут решить с общего согласия, что таковой вступает в силу по отношению к ним при условии, что Протокол 1981 года о шестом продлении Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей находятся в силе, или могут принять какие-либо другие меры, которых по их мнению требует обстановка.

СТАТЬЯ X

Срок действия

Настоящий Протокол остается в силе включительно по 30 июня 1983 года при условии, что Протокол 1981 года о шестом продлении срока действия Конвенции о торговле пшеницей 1971 года или заменяющая ее новая Конвенция о торговле пшеницей остаются в силе включительно по эту дату.

СТАТЬЯ X1

Аутентичные тексты

Тексты настоящего Протокола на Английском, Французском, Русском и Испанском языках являются равно аутентичными. Подлинники сдаются на хранение в архивы депозитария, который направляет заверенные копии таковых каждому подписавшему и присоединившемуся Правительству.

СТАТЬЯ XП

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу к Протоколам 1981 года о шестом продлении Международного соглашения по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномоченными своими соответствующими Правительствами или органами власти, подписали настоящий Протокол в даты, указанные против их подписей.

PROTOCOLO, 1981, PARA LA PRIMERA PRORROGA DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1980

Las partes en el presente Protocolo,

Considerando que la vigencia del Convenio sobre la Ayuda Alimentaria, 1980, (llamado en adelante "el Convenio") del Convenio Internacional del Trigo, 1971, caduca el 30 de junio de 1981.

Han convenido lo siguiente:

ARTICULO I

Prórroga, caducidad y rescisión del Convenio

A reserva de lo dispuesto en el Artículo II del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1983 quedando entendido que, si antes del 30 de junio de 1983, entrase en vigor un nuevo Convenio sobre la Ayuda Alimentaria, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo Convenio.

ARTICULO II

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1981, se considerarán derogadas las disposiciones del Convenio siguientes:

a) Artículo XII
b) Artículo XVII
c) párrafo 1 del Artículo XVIII.

ARTICULO III

Ayuda Alimentaria Internacional

A los efectos de la aplicación del presente Protocolo, se considerará que todo miembro que se haya adherido a él conforme al párrafo 2 del Artículo VIII de este Protocolo está enumerado en el párrafo 3 del Artículo III del Convenio, junto con la aportación mínima que se le asigne conforme a las disposiciones pertinentes del Artículo VIII del presente Protocolo.

ARTICULO IV

Firma

El presente Protocolo quedará abierto a la firma, en Washington, desde el 24 de marzo de 1981 hasta el 15 de mayo de 1981 inclusive, de los Gobiernos de los países a los que se refiere el párrafo 3 del Artículo III del Convenio.

ARTICULO V

Depositario

El Gobierno de los Estados Unidos de América será el depositario del presente Protocolo.

ARTICULO VI

Ratificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los Gobiernos signatarios, de conformidad con sus procedimientos constitucionales. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del depositario, a más tardar, el 30 de junio de 1981, quedando entendido que el Comité de Ayuda Alimentaria, establecido por virtud del Convenio, (llamado en adelante "el Comité") podrá conceder una o varias prórrogas del plazo a todo Gobierno signatario que no tenga depositado su instrumento de ratificación, aceptación o aprobación en esa fecha.

ARTICULO VII

Aplicación provisional

Todo Gobierno signatario podrá depositar en poder del depositario una declaración de aplicación provisional del presente Protocolo. Todo Gobierno que así lo haga aplicará provisionalmente el presente Protocolo y será considerado provisionalmente como parte en el mismo.

ARTICULO VIII

Adhesión

1. El presente Protocolo quedará abierto a la adhesión de cualquiera de los Gobiernos a los que se refiera el párrafo 3 del Artículo III del Convenio, que no haya firmado este Protocolo. Los instrumentos de adhesión se depositarán en poder del depositario no más tarde del 30 de junio de 1981, quedando entendido que el Comité podrá conceder una o varias prórrogas del plazo a cualquier Gobierno que no tenga depositado su instrumento de adhesión en dicha fecha.

2. Una vez que el presente Protocolo haya entrado en vigor de conformidad con el Artículo IX de este Protocolo, quedará abierto a la adhesión de cualquier Gobierno, aparte de aquellos referidos en el párrafo 3 del Artículo III del Convenio, en las condiciones que el Comité considere apropiadas. Los instrumentos de adhesión se depositarán en poder del depositario.

3. Todo Gobierno que se adhiera al presente Protocolo conforme al párrafo 1 ó párrafo 2 de este Artículo podrá depositar en poder del depositario una declaración de aplicación provisonal del presente Protocolo, quedando pendiente de efectuar el depósito de su instrumento de adhesión. Tal Gobierno aplicará provisionalmente el presente Protocolo y será considerado provisionalmente como parte en el mismo.

ARTICULO IX

Entrada en vigor

1. El presente Protocolo entrará en vigor el 1 de julio de 1981 si, el 30 de junio de 1981, los Gobiernos a los que se refiere el párrafo 3 del Artículo III del Convenio, tienen depositados sus instrumentos de ratificación, aceptación, aprobación o adhesión, o declaraciones de aplicación provisional, y siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, esté en vigor.

2. Si el presente Protocolo no entra en vigor conforme al párrafo 1 de este Artículo, los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o declaraciones de aplicación provisional, podrán decidir por acuerdo unánime que el presente Protocolo entrará en vigor entre los mismos siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, esté en vigor, o podrán tomar cualquier otra decisión que, a su parecer, requiera la situación.

ARTICULO X

Duración

El presente Protocolo permanecerá en vigor hasta el 30 de junio de 1983 inclusive, siempre que el Protocolo, 1981, para la sexta prórroga del Convenio sobre el Comercio del Trigo, 1971, o un nuevo Convenio sobre el Comercio del Trigo que lo sustituya, permanezca en vigor hasta dicha fecha, inclusive.

ARTICULO XI

Textos auténticos

Los textos en español, francés, inglés y ruso del presente Protocolo son todos igualmente auténticos. Los originales quedarán depositados en los archivos del depositario, el cual transmitirá copias certificadas de los mismos a cada Gobierno signatario, así como a cada Gobierno que efectúe su adhesión.

ARTICULO XII

Vínculo entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1981, para la sexta prórroga del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos Gobiernos o autoridades, han firmado este Protocolo en las fechas que aparecen junto a sus firmas.

Note by the Department of State

Signatories to the
1981 Protocol for the First Extension of
the Food Aid Convention, 1980

Open for signature at Washington
from March 24 to May 15, 1981

FOR ARGENTINA:

FOR AUSTRALIA:

N F PARKINSON
12 May 1981

FOR AUSTRIA:

D GUENTER BIRBAUM
May 7, 1981

FOR BELGIUM:

J R SCHOUMAKER
May 14, 1981

FOR CANADA:

FOR DENMARK:

OTTO BORCH
subject to ratification May 14. 1981

FOR THE EUROPEAN ECONOMIC COMMUNITY:

R D. KERGORLAY
May 14, 1981

FOR FINLAND:

PASI RUTANEN
May 12, 1981

FOR FRANCE:

F L LABOULAYE
14 Mai 1981

FOR THE FEDERAL REPUBLIC OF GERMANY:

WIEGAND C. PABSCH
14 May 1981

FOR GREECE:

A KOSTOPOULOS
14 May 1981

FOR IRELAND:

SEÁN DONLON
May 14, 1981

FOR ITALY:

PAOLO PANSA CEDRONIO
May 14 1981

FOR JAPAN:

YOSHIO OKAWARA
May 12. 1981

FOR LUXEMBOURG:

N. DIDIER
May 14, 81

FOR THE KINGDOM OF THE NETHERLANDS:

ANTON G. O. SMITSENDONK
May 14th 1981

FOR NORWAY:

KNUT HEDEMANN
25 March 1981

FOR SPAIN:

ALONSO A. DE TOLEDO
15 Mayo 1981

FOR SWEDEN:

W WACHTMEISTER
April 6, 1981

FOR SWITZERLAND:

A. HEGNER
May 6 1981

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

DEREK M. D. THOMAS
14 May 1981

FOR THE UNITED STATES OF AMERICA:

RICHARD E. LENG
May 8, 1981

GPO:1985 45-464(12800)

READEX FICHE

All issues available have been filmed. Unfortunately, any scattered missing issues are no longer available.

10367

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10367

NORTH ATLANTIC TREATY ORGANIZATION

Status of Forces in the Federal Republic of Germany

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Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Amending the Protocol of Signature
to the Agreement of August 3, 1959,
as Amended

Signed at Bonn May 18, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MULTILATERAL

North Atlantic Treaty Organization: Status of Forces in the Federal Republic of Germany

Agreement amending the protocol of signature to the agreement of August 3, 1959, as amended.
Signed at Bonn May 18, 1981;
Entered into force August 8, 1982;
Effective April 1, 1974.

Vereinbarung zur Änderung des Unterzeichnungsprotokolls zum Zusatzabkommen vom 3. August 1959 zu dem Abkommen zwischen den Parteien des Nordatlantikvertrages über die Rechtsstellung ihrer Truppen hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen in der durch das Abkommen vom 21. Oktober 1971 geänderten Fassung

Agreement to amend the Protocol of Signature to the Agreement of 3 August 1959 [1] to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany as amended by the Agreement of 21 October 1971 [2]

Accord modifiant le Protocole de Signature à l'Accord du 3 août 1959 complétant la Convention entre les Etats Parties au Traité de l'Atlantique Nord sur le Statut de leurs Forces, en ce qui concerne les Forces étrangères stationnées en République fédérale d'Allemagne, modifié par l'Accord du 21 octobre 1971

Das Königreich Belgien,

die Bundesrepublik Deutschland,

die Französische Republik,

Kanada,

das Königreich der Niederlande,

das Vereinigte Königreich Großbritannien und Nordirland

und

die Vereinigten Staaten von Amerika,

in Anbetracht dessen,

daß aufgrund des Artikels 56 Absatz 9 des Zusatzabkommens in der Fassung des Abkommens vom 21. Oktober 1971 die für die zivilen Bediensteten bei der Bundeswehr maßgebenden Vorschriften des deutschen Rechts über die Personalvertretung für die Betriebsvertretung der zivilen Arbeitskräfte bei einer Truppe und einem zivilen Gefolge gelten, soweit in dem Unterzeichnungsprotokoll zu Artikel 56 des Zusatzabkommens nicht etwas anderes bestimmt ist,

daß die für die zivilen Bediensteten bei der Bundeswehr maßgebenden Vorschriften des deutschen Rechts über die Personalvertretung zum Zeitpunkt des Inkrafttretens des Zusatzabkommens in dem Personalvertretungsgesetz vom 5. August 1955 enthalten waren,

The Kingdom of Belgium,

the Federal Republic of Germany,

the French Republic,

Canada,

the Kingdom of the Netherlands,

the United Kingdom of Great Britain and Northern Ireland

and

the United States of America,

considering

that by virtue of Article 56, paragraph 9, of the Supplementary Agreement, as amended by the Agreement of 21 October 1971, the provisions of German law concerning personnel representation as applicable to the civilian employees of the German Armed Forces shall apply to the employees' representation of civilian labour of a force or of a civilian component unless otherwise provided in the Protocol of Signature re Article 56 of the Supplementary Agreement,

that at the time of the entry into force of the Supplementary Agreement the provisions of German law concerning personnel representation as applicable to the civilian employees of the German Armed Forces were contained in the Personnel Representation Law (Personalvertretungsgesetz) of 5 August 1955,

Le Royaume de Belgique,

la République fédérale d'Allemagne,

la République française,

le Canada,

le Royaume des Pays-Bas,

le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

et

les Etats-Unis d'Amérique,

considérant

qu'en vertu des dispositions du paragraphe 9 de l'article 56 de l'Accord Complémentaire, modifié par l'Accord du 21 octobre 1971, la législation allemande en matière de représentation du personnel applicable aux employés civils des Forces armées allemandes s'applique à la représentation du personnel appartenant à la main-d'œuvre civile d'une force et d'un élément civil, sauf dans la mesure où il en est disposé autrement dans le Protocole de Signature ad article 56 de l'Accord Complémentaire,

que la législation allemande en matière de représentation du personnel applicable aux employés civils des Forces armées allemandes était comprise dans la Loi sur la Représentation du Personnel (Personalvertretungsgesetz) du 5 août 1955 à la date d'entrée en vigueur de l'Accord Complémentaire,

[1] TIAS 5351; 14 UST 631.
[2] TIAS 7759; 24 UST 2355.

daß an die Stelle des Personalvertretungsgesetzes vom 5. August 1955 mit Wirkung vom 1. April 1974 das Bundespersonalvertretungsgesetz vom 15. März 1974 getreten ist,

daß die Strafvorschriften des Personalvertretungsgesetzes betreffend die unbefugte Offenbarung von Geheimnissen durch § 203 Absatz 2 Nummer 3 und durch § 353 b Absatz 1 Nummer 3 des Strafgesetzbuches ersetzt worden sind,

sind wie folgt übereingekommen:

Artikel 1

Das Unterzeichnungsprotokoll zu Artikel 56 Absatz 9 des Zusatzabkommens zum NATO-Truppenstatut in der durch das Abkommen vom 21. Oktober 1971 geänderten Fassung wird mit Rückwirkung vom 1. April 1974 wie folgt geändert:

1. In Absatz 1 Satz 1 werden die Worte „des Personalvertretungsgesetzes vom 5. August 1955 (Bundesgesetzblatt Teil I Seite 477)" durch die Worte „des Bundespersonalvertretungsgesetzes vom 15. März 1974 (Bundesgesetzblatt Teil I Seite 693)" ersetzt.

2. In Absatz 2 wird das Wort „Stufenvertretungen" durch das Wort „Betriebsvertretungen" ersetzt.

3. Absatz 4 Satz 2 wird gestrichen.

4. In Absatz 5 Satz 1 sind nach dem Wort „Betriebsvertretung" die Worte „, dem Ausschuß nach § 93 des Gesetzes und der Einigungsstelle" einzufügen.

5. In Absatz 7 Satz 1 werden die Worte „mitzuteilen und mit ihr zu beraten" durch die Worte „zur Mitwirkung mitzuteilen" ersetzt.

6. In Absatz 10 werden die Worte „der Strafvorschriften des Gesetzes" durch die Worte „des § 203 Absatz 2 Nummer 3 und des § 353 b Absatz 1 Nummer 3 des Strafgesetzbuches" ersetzt.

Artikel 2

(1) Diese Vereinbarung bedarf der Ratifikation oder Genehmigung. Die Unterzeichnerstaaten hinterlegen die Ratifikations- oder Genehmigungsurkunden bei der Regierung der Vereinigten Staaten von Amerika; diese setzt jeden Unterzeichnerstaat über den Zeitpunkt der Hinterlegung in Kenntnis.

that the Personnel Representation Law of 5 August 1955 has been superseded with effect from 1 April 1974 by the Federal Personnel Representation Law (Bundespersonalvertretungsgesetz) of 15 March 1974,

that the penal provisions of the Personnel Representation Law concerning the unauthorized disclosure of secrets have been superseded by Article 203, paragraph 2, sub-paragraph 3, and Article 353 b, paragraph 1, sub-paragraph 3, of the Penal Code,

have agreed as follows:

Article 1

The Protocol of Signature re Article 56, paragraph 9, of the Supplementary Agreement to the NATO Status of Forces Agreement, as amended by the Agreement of 21 October 1971, shall be further amended as follows with retroactive effect from 1 April 1974:

1. In the first sentence of paragraph 1 the words "of the Personnel Representation Law (Personalvertretungsgesetz) of 5 August 1955 (Bundesgesetzblatt Teil I, page 477)" shall be replaced by the words "of the Federal Personnel Representation Law (Bundespersonalvertretungsgesetz) of 15 March 1974 (Bundesgesetzblatt Teil I, page 693)".

2. In paragraph 2 the words "of a works council above the local level (Stufenvertretung)" shall be replaced by the words "of a works council (Betriebsvertretung)".

3. The second sentence of paragraph 4 shall be deleted.

4. In the first sentence of paragraph 5 the words "to the committee referred to in Article 93 of the Law and to the conciliation committee" shall be inserted after the word "council".

5. In the first sentence of paragraph 7 the words "to submit to or discuss with the works council" shall be replaced by the words "to submit to the works council for its co-operation".

6. In paragraph 10 the words "the penal provisions of the Law" shall be replaced by the words "Article 203, paragraph 2, sub-paragraph 3, and Article 353 b, paragraph 1, sub-paragraph 3, of the Penal Code".

Article 2

1. This Agreement shall be subject to ratification or approval. The instruments of ratification or approval shall be deposited by the signatory States with the Government of the United States of America which shall notify each signatory State of the date on which the instruments are deposited.

que la Loi sur la Représentation du Personnel du 5 août 1955 a été remplacée, avec effet à partir du 1er avril 1974, par la Loi fédérale sur la représentation du personnel (Bundespersonalvertretungsgesetz) du 15 mars 1974,

que les dispositions pénales de la Loi sur la Représentation du Personnel relatives à la divulgation non autorisée de secrets ont été remplacées par l'alinéa 3 du paragraphe 2 de l'article 203 et par l'alinéa 3 du paragraphe 1 de l'article 353 b du Code pénal,

sont convenus de ce qui suit:

Article 1er

Le Protocole de Signature ad article 56, paragraphe 9, de l'Accord complétant la Convention OTAN sur le Statut des Forces, modifié par l'Accord du 21 octobre 1971, est modifié comme suit, avec effet rétroactif à partir du 1er avril 1974:

1. Dans la première phrase du paragraphe 1, les termes «de la Loi sur la Représentation du Personnel (Personalvertretungsgesetz) du 5 août 1955 (Bundesgesetzblatt 1955 Teil I, page 477)» sont remplacés par les termes «de la Loi fédérale sur la représentation du personnel (Bundespersonalvertretungsgesetz) du 15 mars 1974 (Bundesgesetzblatt 1974 Teil I, page 693)».

2. Au paragraphe 2, les termes «de la représentation du personnel à un niveau plus élevé qu'à l'échelon local» sont remplacés par les termes «des conseils d'entreprise».

3. La deuxième phrase du paragraphe 4 est supprimée.

4. Dans la première phrase du paragraphe 5, les termes «au comité visé à l'article 93 de la Loi et à la commission de conciliation» sont insérés après le terme «d'entreprise».

5. Dans la première phrase du paragraphe 7, les termes «et de discuter avec lui» sont remplacés par les termes «pour coopération».

6. Au paragraphe 10, les termes «des dispositions pénales de la Loi» sont remplacés par les termes «de l'alinéa 3 du paragraphe 2 de l'article 203 et de l'alinéa 3 du paragraphe 1 de l'article 353 b du Code pénal».

Article 2

1. Le présent Accord est sujet à ratification ou à approbation. Les instruments de ratification ou d'approbation seront déposés par les Etats signataires auprès du Gouvernement des Etats-Unis d'Amérique, qui notifiera la date de ces dépôts à chaque Etat signataire.

(2) Diese Vereinbarung tritt dreißig Tage nach Hinterlegung der letzten Ratifikations- oder Genehmigungsurkunde in Kraft.

Zu Urkund dessen haben die unterzeichneten, hierzu gehörig befugten Vertreter diese Vereinbarung unterschrieben.

Geschehen zu Bonn am achtzehnten Tage des Monats Mai 1981 in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Vereinigten Staaten von Amerika hinterlegt wird; diese übermittelt jedem Unterzeichnerstaat eine beglaubigte Abschrift.

2. This Agreement shall enter into force thirty days after the deposit of the last instrument of ratification or approval.

In witness whereof, the undersigned Representatives duly authorized thereto have signed this Agreement.

Done at Bonn, this eighteenth day of May 1981, in the German, English and French languages, all three texts being equally authentic, in a single original, which shall be deposited in the archives of the Government of the United States of America, which shall transmit a certified true copy to each signatory State.

2. Le présent Accord entrera en vigueur trente jours après le dépôt du dernier instrument de ratification ou d'approbation.

En foi de quoi, les représentants soussignés, dûment autorisés à cet effet, ont apposé leurs signatures au bas du présent Accord.

Fait à Bonn, le dix-huitième jour du mois de mai 1981, en langues allemande, anglaise et française, les trois textes faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique; ce dernier remettra une copie certifiée conforme à chacun des Etats signataires.

Für das Königreich Belgien
For the Kingdom of Belgium
Pour le Royaume de Belgique

[1]

Für die Bundesrepublik Deutschland
For the Federal Republic of Germany
Pour la République fédérale d'Allemagne

[2]

Für die Französische Republik
For the French Republic
Pour la République française

[3]

Für Kanada
For Canada
Pour le Canada

[4]

Für das Königreich der Niederlande
For the Kingdom of the Netherlands
Pour le Royaume des Pays-Bas

[5]

Für das Vereinigte Königreich Großbritannien und Nordirland
For the United Kingdom of Great Britain and Northern Ireland
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

[6]

Für die Vereinigten Staaten von Amerika
For the United States of America
Pour les Etats-Unis d'Amérique

[7]

---

[1] Theo De Dobbeleer.
[2] Günther van Well.
[3] J. P. Brunet.
[4] W. J. Collett.
[5] Diederic van Lynden.
[6] Jock Taylor.
[7] William M. Woessner.

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10373

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10373

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AGRICULTURE

Mediterranean Fruit Fly

Agreement Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Guatemala October 22, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MEXICO

Agriculture: Mediterranean Fruit Fly

Agreement signed at Guatemala October 22, 1981;
Entered into force October 22, 1981.

No. 12-16-5-2478

COOPERATIVE AGREEMENT

Between

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

And

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

THIS AGREEMENT, made and entered into by and between the Secretaria de Agricultura y Recursos Hidraulicos de México, Dirección General de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the Service is authorized pursuant to the Act of September 21, 1944, as amended (7 U.S.C. 147a), to cooperate with governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control, and prevention or retardation of the spread of plant pests including the Mediterranean fruit fly; and

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 8, 1973, covering cooperative efforts to protect crops from plant pest damage and plant diseases in the United Mexican States and in the United States of America, through the execution of cooperative programs; and

WHEREAS, due to increased activity related to the cooperative effort to halt the Northward spread and dissemination of the Mediterranean fruit fly (Ceratitis capitata Wied.) the 1973 Memorandum of Understanding was amended on October 9, 1973 and July 15, 1976,[1] to reflect this increased activity; and

WHEREAS, it is the intent of the parties that this agreement shall supersede Agreement No. 12-16-5-1047 of August 17, 1978;[2] and

WHEREAS, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to the Mediterranean fruit fly, and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean fruit fly; and

WHEREAS, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean fruit fly activities in the State of Chiapas to the officials of the Cooperator; and

WHEREAS, the Cooperator is equipped with or has access to facilities and has or can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of México and the United States of America.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

---

[1] TIAS 8701; 28 UST 7004.
[2] TIAS 10010; 32 UST.

A. The Cooperator Agrees:

1. To manage and operate the Mediterranean Fruit Fly Laboratory located in Metapa, Chiapas, México, in accordance with mutually agreed to production plans for rearing and sterilizing 500 million Mediterranean fruit fly pupae per week for field release.

2. To provide for free access to the Laboratory by Service personnel designated to work at this facility, subject only to restrictions jointly agreed to in advance. To provide housing located on the laboratory grounds for the Co-Director. To provide office space for all Service personnel at a location most advantageous for performance of their duties.

3. To designate a mutually acceptable official as the Cooperator's duly authorized representative who will act as project coordinator for all matters pertaining to this cooperative program.

4. To furnish field operation personnel in the State of Chiapas, Mexico for carrying out the program activities which are stipulated in the work plan referenced in paragraph C.2. of this agreement.

5. To provide funding for laboratory and field operations in the State of Chiapas, México, amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2. of this agreement.

6. To establish and maintain in Tapachula, Chiapas, Mexico, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratory and for the field operations in the State of Chiapas, México, as covered under this agreement.

7. To submit to the Service narrative, statistical and financial reports concerning laboratory production and field operations in the State of Chiapas, Mexico. These reports will be in conformance with the work and financial plans stipulated in paragraph C.2. of this agreement.

8. Require the Administrative Office in Tapachula, Chiapas, México, to monitor the use of and need for funds and to request periodically that the Service deposit to the bank account in Tapachula, Chiapas, México, its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request. A schedule of deposits will be maintained to substantiate the request for subsequent deposits.

9. To provide all maintenance for Service furnished nonexpendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.

10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Mexico, or available at a prohibitive cost (+25 percent above U. S. cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing those items with funds available under this agreement.

11. To provide through the Government of Mexico duty free entry of all supplies and equipment furnished by the Service or purchased for the Mediterranean fruit fly program under this agreement, in accordance with the existing laws and with the authorization of the corresponding authorities.

12. To provide transportation of all supplies and equipment to Chiapas, Mexico, from source of origin if purchased by the Cooperator, or if purchased by the Service, from a mutually agreeable location on the Mexican/U.S. Border.

B. The Service Agrees:

1. To provide funding for the laboratory and field operations in the state of Chiapas, México, in the amounts agreed upon and stipulated in the financial plan referenced in paragraph C.2. of this agreement.

2. Deposit in a designated bank account in Tapachula, Chiapas, México, funds as agreed upon in the financial plan stipulated in paragraph C.2. Deposits will be made to cover the Mediterranean fruit fly operations in the state of Chiapas, México, for periods not to exceed 60 days. Deposit of funds will be subject to appropriation of funds by the U. S. Congress for the purpose of the control and eradication of the Mediterranean fruit fly for the period October 1, 1981 to September 30, 1982, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.

3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A. 10 and in accordance with the work and financial plans as stated in C.2. of this agreement.

4. To provide employees who will serve as the field technical consultants for field operations in the state of Chiapas, México. The senior official will serve as the duly authorized representative of the Service.

5. To provide a laboratory Co-Director and other technical support to the Metapa Laboratory.

6. To provide at its own expense additional technical experts for onsite consultation involving mechanical or scientific advice when it is mutually agreed that such experts could benefit the program.

7. Provide the necessary reporting format for the financial reports required of the Administrative Office in Tapachula and to conduct a review of these records every three months.

C. It is Mutually Understood and Agreed:

1. The parties to the Cooperative Agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Mexico and the United States..

2. The cooperating parties will develop and furnish mutually satisfactory work plans and financial plans for conducting a Mediterranean fruit fly program which will outline overall plans for carrying out and funding this program in accordance with established standards and to the satisfaction of the Cooperator and the Service.

3. A Technical Advisory Committee consisting of a maximum of three representatives from each party, will be formed to evaluate and recommend program changes.

4. The operation of the laboratory will be under the joint direction of the Director and the Co-Director. In the event the Director and the Co-Director cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Technical Advisory Committee. If the Technical Advisory Committee cannot agree, the problem shall be resolved through consultation between the Secretary of Agriculture and Hydraulic Resources of Mexico and the United States Secretary of Agriculture.

5. Weekly meetings involving representatives of the cooperative parties will be held. Minutes of these meetings will be maintained by the Cooperator and distributed to both parties. If necessary, work and financial plans may be amended during these meetings so long as these changes are not in conflict with the guidance provided by the Technical Advisory Committee.

6. That to the maximum extent possible all procurement will be made competitively in a prudent manner, and in accordance with all governing laws of México and the United States, as appropriate.

7. To permit USDA employees, as designated by the Service, to serve as technical advisors for field operations in the State of Chiapas.

8. That the Cooperator and the Service will coordinate visits by official personnel to those persons not regularly assigned to the project.

9. That both parties will jointly ensure that security measures are taken to prevent the escape and/or theft of specimens at any biological stage of the Mediterranean fruit fly.

10. That Mexican national personnel employed by the Service in the State of Chiapas, and identified by the Service at the time of the signing of this agreement, shall without a break in employment be afforded the choice of either:

    (1) Remaining an employee of the Service in an alternative location to be determined by the Service; or

    (2) Transferring to the employment of the Cooperator in the State of Chiapas in a position of like status, and salary.

    These choices will be available to affected employees until December 31, 1981 after which time those still remaining will be removed from the payroll of the Service.

11. To employ personnel mutually acceptable to the Cooperator and the Service.

12. That funds provided by the Service shall not be used for any purchases of nonexpendable equipment without specific prior authorization by the Service. Nonexpendable equipment purchased from the Cooperator's funds shall remain the property of the Cooperator subject to its disposition. Likewise, nonexpendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition.

13. That the value of equipment and/or supplies furnished by either party shall include purchase cost, freight, taxes (if any), storage costs, costs of permits and any other directly related costs.

14. The Service funding for this cooperative endeavor will be considered to be those funds deposited to the designated bank account in Tapachula, Chiapas, Mexico, and those costs as enumerated in paragraph C.2. of this agreement.

15. Mediterranean fruit fly sterile pupae produced as a result of this joint endeavor will be used as and where needed to the mutual benefit of both parties and according to priorities set forth for the prevention of establishment of Medfly in Mexico and its increase in Guatemala. Commitments for the use of sterile flies made prior to the initiation of this agreement will be honored if mutually agree to by both parties. If an infestation of Medfly is found in the United States of America and the Service decides to use sterile Mediterranean fruit flies, it can receive 20 percent of the weekly production of the laboratory in Metapa, Chiapas, México and such

surplus over 20 percent that may be available, immediately. If additional pupae is required by the Service, the amount to be shipped to the United States of America will be determined mutually (up to 200 million per week) and the Service will provide additional funds for personnel and equipment to increase production to a level at which those flies will be available for use in the United States each week without adversely affecting the program in Mexico and Guatemala. The work and financial plans will be adjusted accordingly.

16. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement, except as provided for in the approved work and financial plans.

17. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover Program expenses.

18. The results of the work herein outlined may be published jointly by the Cooperator and the Service, or by either party, and shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgement of cooperation.

19. In the event the costs of the program under this agreement are increased or decreased, the total contribution of the parties may be adjusted as mutually agreed upon in advance by the parties hereto as stipulated in a revised written work and financial plans.

20. All equipment purchased and installed by the Service under the cooperative agreement of August 17, 1978, between the Cooperator and the Service for the cooperative construction and operation of the laboratory at Metapa, Chiapas, México, will remain the property of the Service.

21. The patent provision applicable to this agreement, shall be in accordance with Exhibit A, attached hereto and made a part thereof.

22. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the loss of or damage to any equipment or other property of any kind owned, leased, operated or in the possession or control of the Cooperator or of any officers, employees, or agents, or cooperators of the Cooperator. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the death or injury of any of the Cooperator's officers, employees, agents or any other individuals as a result of activities authorized or described by this agreement. The Cooperator shall hold the Service, the United States and all of its officers and employees harmless from liability of any kind or nature including liability arising under the Federal Employees Compensation Act arising from any activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of an employee of the United States Department of Agriculture. In order to hold the Service, the United States and all of its officers and employees harmless, the Cooperator agrees to indemnify the Service, the United States and all of its officers and employees for all liability and costs including the cost of any judgment and the legal and other costs of the defense of the litigation for all liability arising out of the activities authorized by or described in this agreement except for liability arising from the negligent act or omission of any employee of the United States.

23. That the Comptroller General of the United States or any of his duly authorized representatives and duly authorized representatives of the United States Department of Agriculture shall, until expiration of three years after final payment under this agreement, have access to and the right to

examine pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement. This same right is extended identically to the Secretary of State and to the Agencies of the Secretaria de Agricultura y Recursos Hidraulicos de México involved in the management of funds.

24. No member of or delegate to the U. S. Congress, Resident Commissioner, or Mexico Parliamentary officials shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; unless it be made with a corporation for its general benefit.

25. This agreement shall become effective upon date of final signature and shall continue in force until September 30, 1982, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties hereto in writing. Either party may terminate this agreement upon 60 day's notice in writing to the other party.

26. Upon termination of the cooperative program, any and all equipment purchased through the use of funds of the Service, including such equipment purchased under the agreement of August 17, 1978, will be returned to the Service subject to its disposition. In addition, the Service at the request of the Cooperator agrees to sell its equipment to the Cooperator, all or in part and at the price to be agreed upon through joint evaluation.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

D. Scott Campbell[1] 10/22/81
Date

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

[2] 10.22.81
Date

[1] D. Scott Campbell.
[2] Jorge G. San Perio.

EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

APHIS FORM 18
JUNE 1972

No.12-16-5-2478

ACUERDO COOPERATIVO

entre

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO
DIRECCION GENERAL DE SANIDAD VEGETAL

y

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

EL PRESENTE ACUERDO, efectuado y celebrado por y entre la Secretaría de Agricultura y Recursos Hidráulicos de México, Dirección General de Sanidad Vegetal, de aquí en adelante denominado el Cooperador, y el United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado el Servicio.

CONDIERANDO, que el Servicio tiene autorización conforme al Acta del 21 de septiembre de 1944, modificada (7 U.S.C.147a) para colaborar con gobiernos de los países del hemisferio occidental o con las autoridades locales que de ahí efectúen los estudios necesarios y control de opraciones en aquellos países relacionados con la detección, erradicación, supresión, control y prevención o retraso de la diseminación de plagas de las plantas, incluyendo la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que se celebró un Memorándum de Entendimiento entre las partes aquí mencionadas, con fecha del 8 de febrero de 1973 para cubrir los esfuerzos cooperativos con el fin de proteger las cosechas del daño de plagas y enfermedades vegetales en la República de México y en los Estados Unidos de Norteamérica, a través de la ejecución de programas cooperativos; y

CONSIDERANDO, que debido a la creciente actividad en torno al esfuerzo cooperativo para detener la diseminación hacia el norte de la Mosca de la Fruta del Mediterráneo (Ceratitis capitata Wied.)el Memorándum de Entendimiento de 1973 fué modificado con fecha del 9 de octubre de 1973 y 15 de julio de 1976, con el fin de reflejar dicha creciente actividad; y

CONSIDERANDO, que es la intención de las partes que el presente acuerdo invalide el Acuerdo No. 1216-5-1047 del 17 de Agosto de 1978; y

CONSIDERANDO, que los objetivos de este Acuerdo Cooperativo son fomentar la acción que proveerá actividades específicas al y por el Servicio, el Cooperador y todas aquellas partes interesadas en relación a la Mosca de la Fruta del Mediterráneo, y proveer servicios que contribuirán a la ejecución del programa cooperativo de erradicación de la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que se requiere la promoción de las metas del Programa en cuanto a la asignación de la administración cotidiana de las actividades contra la Mosca de la Fruta del Mediterráneo en el Estado de Chiapas a los funcionarios del Cooperador; y

CONSIDERANDO, que el Cooperador cuenta con o tiene acceso a instalaciones, y tiene o puede obtener personal y equipo mutuamente satisfactorio a ambas partes para desarrollar este trabajo; y

CONSIDERANDO, que es la intención de las partes aquí mencionadas que la colaboración cubierta por el presente acuerdo resulte en el beneficio mutuo de los pueblos de México y de los Estados Unidos de Norteamérica;

POR LO QUE, para y en consideración de las promesas y mutuos pactos aquí contenidos, las partes aquí mencionadas acuerdan mutuamente, lo siguiente:

A. El Cooperador Acuerda:

1. Administrar y operar el Laboratorio de la Mosca de la Fruta del Mediterráneo ubicado en Metapa,Chiapas, México, de acuerdo con los planes de producción mutuamente convenidos, para la cría y esterilización de 500 millones de pupas de la Mosca de la Fruta del Mediterráneo por semana para su liberación en el campo.

2. Proveer libre acceso al laboratorio para el personal del Servicio designado a trabajar en dicha instalación, sujeto únicamente a las restricciones conjuntamente acordadas con anticipación. Proporcionar alojamiento ubicado dentro de los terrenos del laboratorio para el Co-Director. Proporcionar espacio para oficinas para todo el personal del Servicio en una ubicación que resulte la más ventajosa para la consecución de sus deberes.

3. Designar un funcionario, mutuamente aceptable, como representante autorizado del Cooperador, que actuará como Coordinador del Proyecto para todos los asuntos pertinentes a este Programa Cooperativo.

4. Proporcionar personal para la operación de campo en el estado de Chiapas, México, que desarrollará las actividades del programa estipuladas en el Plan de Trabajo a que hace referencia en el párrafo C.2 del presente acuerdo.

5. Proveer financiamiento para las operaciones del laboratorio y del campo en el Estado de Chiapas, México, hasta por la suma convenida como se estipula en el Plan de Financiamiento a que se hace referencia en el Párrafo C.2 de este acuerdo.

6. Establecer y conservar en Tapachula,Chiapas, México, una oficina central administrativa que será responsable de todas las funciones de compra, personal, financiamiento y registro de la operación del laboratorio y del campo en el Estado de Chiapas, México, como se estipula en el presente acuerdo.

7. Presentar al Servicio, informes narrativos, estadísticos y financieros concernientes a la producción del laboratorio, las operaciones en el campo y los servicios administrativos en el Estado de Chiapas, México. Dichos informes serán de conformidad a los planes de trabajo y financieros estipulados en el párrafo C.2 del presente acuerdo. El Servicio proveerá el formato necesario y efectuará una auditoría cada tres meses.

8. Solicitar a la oficina administrativa de Tapachula,Chiapas, México, la revisión y supervisión sobre el uso de y la necesidad para financiamiento, y solicitará periódicamente al Servicio que deposite en la cuenta bancaria de Tapachula, Chiapas, México, su aportación de fondos necesaria para el respaldo de las operaciones durante períodos que no excederán de 60 días a partir de la fecha de solicitud. Se conservará un programa de depósitos para justificar las solicitudes.

9. Proveer todo el mantenimiento de propiedad no consumible aportada por el Servicio y permitir libre acceso a la misma en todo momento al personal designado por el Servicio con el propósito de asegurar su uso adecuado.

10. Procurar todos los aprovisionamientos, equipo y servicios (incluyendo -- servicios de construcción) para mantener la operación; excepto aquellos artículos de difícil obtención para el cooperador en México o disponibles a un costo prohibitivo (+ 25% sobre los costos en Estados Unidos). En tal situación, el Servicio, previa solicitud por escrito del Cooperador, asistirá en la compra de tales artículos con los fondos disponibles bajo este acuerdo.

11. Proporcionar, a través del gobierno de México la libre entrada de todas - las provisiones y equipo aportado por el Servicio adquirido para el programa de la Mosca de la Fruta del Mediterráneo bajo este acuerdo, sujetándose a las Leyes vigentes y a la autorización de las autoridades correspondientes.

12. Proveer transporte de todas las provisiones y equipo hasta Chiapas desde la fuente de origen, si fueron adquiridos por el Cooperador, o en el caso de ser adquiridos por el Servicio, desde un lugar mutuamente convenido en la frontera México-Norteamericana.

B. El Servicio Acuerda:

1. Proveer financiamiento para las operaciones del laboratorio y del campo en el Estado de Chiapas, México, en las cantidades convenidas y estipuladas - en el plan de financiamiento a que se hace referencia en el párrafo C.2 - del presente acuerdo.

2. Depositar en una cuenta bancaria designada en Tapachula,Chiapas,México, - los fondos según se acuerde en el plan financiero estipulado en el párrafo C.2 . Los depósitos se efectuarán para cubrir operaciones contra la Mosca de la Fruta del Mediterráneo en el Estado de Chiapas, México, por períodos que no excederán 60 días. El depósito de los fondos estará sujeto a la - - asignación de fondos por parte del Congreso de los Estados Unidos de Norteamérica para el depósito de control y erradicación de la Mosca de la Fruta del Mediterráneo para el período de octubre 1o. de 1981 a septiembre 30 de 1982 y no excederá la cantidad en dólares especificada en el plan de trabajo y financiero a que se refiere el párrafo C.2 .

3. Utilizar las instalaciones para la procuración de provisiones y/o equipo - en los Estados Unidos de Norteamérica según se juzgue necesario como se estipula en la sección A.10 y de acuerdo al plan financiero como se declara en el párrafo C.2 del presente acuerdo.

4. Proporcionar empleados que laborarán en calidad de Consultores Técnicos de campo pa-a las operaciones de campo en el Estado de Chiapas, México. El funcionario de más alta graduación actuará como representante autorizado del Servicio.

5. Proporcionar un Co-Director de Laboratorio, un Ingeniero y un Técnico para el laboratorio de Metapa.

6. El Servicio proveerá por su cuenta, técnicos expertos adicionales para -- consulta en el lugar que involucre consejo mecánico o científico cuando se acuerde mutuamente que tales expertos beneficiarán al programa.

7. Proveer formato de reporte necesario para los reporte financieros de la - Oficina Administrativa en Tapachula y efectuar una revisión de estos registros cada tres meses.

C. Se entiende y acuerda mutuamente

1. Que las partes del Acuerdo Cooperativo, cooperarán para el mejor interés - de los productores agrícolas y el público en general y de los países de México y Estados Unidos.

2. Que las partes cooperantes desarrollarán y proporcionarán mutuamente planes de trabajo y financieros para la conducción del programa contra la Mosca de la Fruta del Mediterráneo, mismos que describirán los planes generales para el desarrollo y financiamiento del programa de acuerdo a normas - establecidas a satisfacción del Cooperador y del Servicio.

3. Que un Consejo de Comité Técnico, con la participación de un máximo de tres representantes de cada parte, será formado para evaluar y recomendar modificaciones.

4. Que la operación del laboratorio será bajo la dirección conjunta del Director y el Co-Director. En caso de que el Director y el Co-Director no estén de acuerdo con respecto a la interpretación o aplicación del presente instrumento internacional, se turnará el asunto al Consejo del Comité Técnico. Si el Consejo del Comité Técnico no está de acuerdo, el problema será resuelto a través del Secretario de Agricultura y Recursos Hidráulicos de México y el Secretario de Agricultura de Estados Unidos.

5. Que se programarán reuniones semanales con la participación de los representantes de las partes cooperantes. La minuta de dichas reuniones será conservada por el Cooperador y distribuída a ambas partes. De ser necesario, los planes de trabajo y financiamiento se modificarán durante dichas reuniones siempre que dichos cambios no entren en conflicto con la guía y consejo del Consejo del Comité Técnico.

6. Que hasta el máximo posible, toda adquisición se efectuará en base competitiva, de manera prudente, y de acuerdo con todas las leyes en vigor en México y en los Estados Unidos de Norteamérica, según sea apropiado.

7. Se permitirá a los empleados designados por el Servicio, laborar en calidad de Consejeros Técnicos para operaciones en el campo en el Estado de Chiapas, México.

8. Que el Cooperador y el Servicio coordinarán visitas por medio de personal - oficial a aquellas personas que no estén asignadas regularmente a este proyecto.

9. Que ambas partes, conjuntamente, tomarán las medidas de seguridad para prevenir el escape y/o robo de ejemplares en cualquier estadío biológico de Mosca de la Fruta del Mediterráneo.

10. Que el personal mexicano empleado por el Servicio en el Estado de Chiapas, México e identificado por el Servicio en el momento de la firma del presente acuerdo, podrá, sin interrumpir sus labores, gozar la opción de:

    (1) Permanecer como empleado del USDA en una localidad alternativa que será determinada por el Servicio; o

    (2) transferirse a un empleo del Cooperador en el Estado de Chiapas, México, de similar categoría, sueldo y prestaciones.

    Estas opciones serán válidas a los empleados afectados, hasta el 31 de diciembre de 1981. Después de esta fecha, serán retirados de la nómina del Servicio.

11. Emplear personal mutuamente aceptable al Cooperador y al Servicio.

12. Los fondos proporcionados por el Servicio no serán utilizados para la adquisición de cualquier equipo no consumible sin previa autorización específica del Servicio. El equipo no consumible adquirido con fondos del Cooperador, permanecerá en propiedad del Cooperador, sujeto a su disposición De igual manera, el equipo no consumible adquirido con fondos proporcionados por el Servicio,permanecerá en propiedad del Servicio, sujeto a su disposición.

13. Que el valor del equipo y/o provisiones proporcionados por cualquiera de las partes deberá incluír costo de adquisición, flete, impuestos (en su caso), costo de almacenaje, costo de permisos (en su caso) y cualquier otro costo directo relacionado.

14. El financiamiento del USDA para este esfuerzo cooperativo será considerado como los fondos que se depositen en la cuenta bancaria designada en Tapachula, Chiapas, México, así como los costos enumerados en el párrafo C.2 de este acuerdo.

15. Que las pupas estériles de Mosca de la Fruta del Mediterráneo producidas como resultado de este esfuerzo conjunto, se utilizarán como y en donde se requiera para beneficio mutuo de ambas partes y de acuerdo con las prioridades establecidas para la prevención del arraigo de la Moscamed en México y su incremento en Guatemala. Los compromisos para el uso de las moscas estériles adquiridos previo a la iniciación de este acuerdo, se respetarán así es acordado mutuamente por ambas partes. De encontrarse una infestación de Mosca del Mediterráneo en los Estados Unidos de Norteamérica y el Servicio decida utilizar la Mosca del Mediterráneo Estéril, podrá recibir 20% de la producción semanal del laboratorio en Metapa,Chiapas,México y del excedente del 20% que se encuentre disponible, inmediatamente. De requerirse pupas adicionales por el Servicio, la cantidad a embarcarse a los Estados Unidos será determinada mutuamente (hasta 200 millones por semana) y el Servicio proveerá financiamiento adicional para personal y equipo necesario para el incremento en producción al nivel en el cual las moscas estén disponibles para su uso en los Estados Unidos cada semana sin afectar adversamente el programa en México y Guatemala. El plan de trabajo y financiamiento se ajustarán en forma correspondiente.

16. El Servicio no reembolsará al Cooperador ninguna mejora en bienes de capital efectuada durante el período en que esté en vigor el acuerdo, excepto el proporcionado en los planes de trabajo y financieros aprobados.

17. La responsabilidad financiera asumida por cada parte, deberá estar sujeta a la asignación de fondos disponibles para cubrir legalmente los gastos del programa.

18. Los resultados del trabajo aquí descrito pueden ser publicados conjuntamente por el Cooperador y el Servicio, o por cualquiera de las partes,y serán presentados a la otra parte para sugerencias y aprobación previa a la publicación. En el caso de desacuerdo, cada parte podrá publicar los resultados bajo su propia responsabilidad, dando crédito adecuado a la colaboración.

19. En el caso de que los costos del programa objeto de este acuerdo aumenten o disminuyan, la contribución total de las partes puede ajustarse según acuerdo mutuo anticipado entre las partes como se estipula en el plan de financiamiento revisado, por escrito.

20. Todo equipo comprado e instalado por el Servicio bajo el Acuerdo Cooperativo de Agosto 17, de 1978 entre el Cooperador y el Servicio para la construcción y operación cooperativa del laboratorio en Metapa,Chiapas,México, continuará siendo propiedad del Servicio.

21. La cláusula de patente aplicable a este acuerdo será de conformidad con el Anexo A,[1] adjunto y parte del mismo.

22. El Servicio, los Estados Unidos de Norteamérica y todos los funcionarios y empleados no serán responsables ante el Cooperador por la pérdida de o daño a cualquier equipo u otra propiedad de cualquier tipo, rentada, operada o en posesión o control del Cooperador o de cualquiera de sus funcionarios, empleados o agentes o colaboradores del Cooperador. El Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados no serán responsables ante el Cooperador por la muerte o daño de cualquiera de los funcionarios, empleados, agentes o cualquier otro individuo del Cooperador como resultado de las actividades autorizadas o descritas por este acuerdo. El Cooperador liberará al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados de toda responsabilidad de cualquier clase o naturaleza incluyendo la responsabilidad surgida de la Ley Federal de Compensaciones a los Trabajadores (Federal Employees Compensation Act) que surja por cualquiera de las actividades autorizadas por, o descritas en este acuerdo, exceptuando la responsabilidad que surja de una acción negligente u omisión de un empleado del Departamento de Agricultura de los Estados Unidos. Con el fin de liberar al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados de toda responsabilidad, el Cooperador acuerda indemnizar al Servicio, los Estados Unidos de Norteamérica y todos sus funcionarios y empleados por todos los costos y responsabilidad incluyendo el costo de cualquier juicio y los costos de defensa y legales de litigios, por toda responsabilidad que surja de las actividades realizadas por o descritas en el presente acuerdo, exceptuando la responsabilidad que surja de una acción negligente u omisión de un empleado de los Estados Unidos de Norteamérica.

[1] Exhibit A, appended to the Spanish text, is in the English language. See p. 8 *supra*.

23. Que el Contralor General de los Estados Unidos de Norteamérica o cualquiera de sus representantes autorizados del Departamento de Agricultura de los Estados Unidos tendrá, hasta por tres años después del último pago efectuado bajo este acuerdo, acceso y derecho para examinar los libros, documentos, papeles y registros pertinentes del Cooperador que involucren transacciones relacionadas con este acuerdo. Este mismo derecho se hace extensivo idénticamente al Secretario de Estado y las dependencias de la Secretaría de Agricultura y Recursos Hidráulicos de México involucradas en el manejo de fondos.

24. Ningún miembro o delegado del Congreso de los Estados Unidos de Norteamérica, Comisionado Residente o funcionarios parlamentarios de México serán admitidos a porción alguna de este acuerdo o beneficio alguno surgido del mismo; a menos que se efectúe con una corporación para el beneficio general.

25. Este acuerdo entrará en vigor en la fecha de la última firma y continuará hasta el 30 de Septiembre de 1982, sujeto a renovación por escrito por las partes aquí mencionadas año con año. Además, este acuerdo puede ser modificado en cualquier momento por acuerdo mutuo de las partes aquí mencionadas, por escrito. Cualquiera de las partes puede dar por terminado este acuerdo previa notificación por escrito con 60 días de anticipación a la otra parte.

26. Una vez terminado el Programa Cooperativo, cualquier y todo el equipo comprado a través del uso de fondos del Servicio, incluyendo equipo comprado bajo el acuerdo de agosto 17 de 1978, será regresado al Servicio y estará sujeto a su disposición. Además, el Servicio, a petición del Cooperador, acuerda vender su equipo, todo o en parte, y al precio acordado a través de evaluación conjunta.

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS DE MEXICO DIRECCION GENERAL DE SANIDAD VEGETAL	UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE
10/22/81 fecha	D. Scott Campbell Oct. 23, 1981 fecha

GPO: 1985 46-577 (12800)

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READEX
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10381

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10381

AGRICULTURE

Science and Technology

Agreement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC
OF GERMANY

Signed at Bonn June 1, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

FEDERAL REPUBLIC OF GERMANY

Agriculture: Science and Technology

Agreement signed at Bonn June 1, 1981;
Entered into force June 1, 1981.

Agreement

between
the Department of Agriculture of the United States of America

and

the Federal Ministry of Food, Agriculture and Forestry
of the Federal Republic of Germany

on

Cooperation in the Field of Agricultural Science and Technology

- -

The Department of Agriculture of the United States of America and the Federal Ministry of Food, Agriculture and Forestry of the Federal Republic of Germany (hereinafter referred to as "the Parties") hereby reaffirm their mutual interest in agricultural science and technology and their desire to deepen and extend their cooperation in these areas through the conduct of joint activities of benefit to both sides, and agree as follows:

Article I

The Parties shall coordinate and promote cooperation in the field of agricultural science and technology between their research institutions and shall endeavor to include other agricultural research institutions in this cooperation as long as it is appropriate and feasible.

The Parties shall provide for possible involvement of other interested government agencies, the scientific, academic, and business communities of both countries, as well as interested third countries.

Article II

Cooperation in the field of agricultural science and technology will include:

(A) Exchange of materials and information;

(B) Exchange of scientists, specialists, and trainees;

(C) Organization of symposia and conferences;

(D) Development of joint scientific research;

(E) Joint publication of research studies and papers.

Article III

In order to implement this Agreement, a Joint Working Group for Agricultural Science and Technology will be established. Members of this group from the German side will include representatives of the Federal Ministry of Food, Agriculture and Forestry and its research institutions, from the American side the representatives of the U.S. Department of Agriculture and of universities. The Parties may invite additional participants to the Joint Working Group meetings.

The Agricultural Counselor or Attaché of both countries will also be participating members at the Joint Working Group meetings.

The Joint Working Group shall meet once a year alternately in the United States of America and the Federal Republic of Germany unless otherwise agreed by the Parties. The Joint Working Group will be co-chaired by a designated official on each side. Themes of cooperation and details of their implementation will be facilitated by an exchange of proposals prior to the Joint Working Group meetings. All joint activities will be implemented by mutual agreement and in conformity with the laws and agricultural policies of both countries.

Article IV

Except as provided in Article V of this Agreement, each Party will bear the cost of its participation in joint activities unless other arrangements are mutually agreed upon. All activities to be conducted under this Agreement are subject to the availability of funds.

Article V

For the necessary costs related to Article II(B), the sending side will bear all transportation expenses; the receiving side will bear expenses of accommodations and food, unless the Parties agree on other arrangements.

The necessary costs related to Article II(C) shall be borne by the Party organizing the activity. Accommodations and food costs will be borne by the receiving side. Travel costs shall be paid by the sending side.

The transportation costs related to Article II(A) will be borne by the sending side. Any additional importation costs will be borne by the receiving side.

Article VI

In order to facilitate the exchange of scientists, specialists, and trainees, the sending side will provide within a reasonable period of time prior to the commencement of the visit, a résumé for each individual including educational background, present position, field of research interests, and language skills.

Article VII

Under this Agreement the designated coordinating agencies shall be, on the United States side, the Office of International Cooperation and Development of the U.S. Department of Agriculture; on the German side, the Research Planning and Coordination Section and the Research Administration Section of the Federal Ministry of Food, Agriculture and Forestry.

Article VIII

Findings and results of research carried out under this Agreement shall be made available to the world scientific community, unless otherwise agreed in appropriate supplements. Treatment of intellectual property, licenses, and patents will be mutually agreed upon by the Parties according to the existing laws and practices of both countries.

Article IX

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this Agreement.

Article X

This Agreement shall enter into force upon signature and shall remain in force for five years. It will be automatically extended for successive five-year periods unless terminated by either Party upon written notice of six months. In the event of termination of this Agreement, arrangements shall be made for completion of ongoing activities.

Article XI

Nothing in this Agreement shall be interpreted to prejudice or modify existing understandings and agreements between the Parties.

Done at Bonn this 1st day of June 1981 in duplicate in the English and German languages, both texts being equally authentic.

The Secretary of Agriculture
of the United States of America

John R Block [1]

The Federal Minister of Food,
Agriculture and Forestry of the
Federal Republic of Germany

[2]

[1] John R. Block.
[2] J. Ertl.

A b k o m m e n

zwischen

dem Bundesminister für Ernährung, Landwirtschaft und Forsten der Bundesrepublik Deutschland

und

dem Landwirtschaftsministerium der Vereinigten Staaten von Amerika

über

Zusammenarbeit im Bereich der Agrarwissenschaft und -technologie

---

Der Bundesminister für Ernährung, Landwirtschaft und Forsten der Bundesrepublik Deutschland und das Landwirtschaftsministerium der Vereinigten Staaten von Amerika (im folgenden "Vertragsparteien" genannt) -

bekräftigen hiermit ihr beiderseitiges Interesse an der Agrarwissenschaft und -technologie und ihren beiderseitigen Wunsch, ihre Zusammenarbeit in diesem Bereich durch gemeinsame Vorhaben zum beiderseitigen Nutzen zu vertiefen und zu erweitern, und kommen wie folgt überein:

Artikel I

Die Vertragsparteien werden die Zusammenarbeit zwischen ihren Forschungseinrichtungen im Bereich der Agrarwissenschaft und -technologie abstimmen und fördern und werden sich darum bemühen, auch andere Agrarforschungseinrichtungen in diese Zusammenarbeit mit einzubeziehen, soweit dies zweckmäßig und durchführbar ist.

Die Vertragsparteien werden Vorkehrungen für die mögliche Einbeziehung anderer interessierter Regierungsstellen, der wissenschaftlichen, akademischen und Wirtschaftskreise beider Länder sowie interessierter Drittländer treffen.

Artikel II

Die Zusammenarbeit im Bereich der Agrarforschung umfaßt:

a) den Austausch von Material und Informationen,

b) den Austausch von Wissenschaftlern, Sachverständigen und Praktikanten,

c) die Veranstaltung von Symposien und Konferenzen,

d) die Entwicklung gemeinsamer wissenschaftlicher Vorhaben,

e) die gemeinsame Veröffentlichung wissenschaftlicher Studien und Abhandlungen.

Artikel III

Zur Durchführung dieses Abkommens wird eine Gemeinsame Arbeitsgruppe für Agrarwissenschaft und -technologie gebildet. Dieser Gruppe gehören auf deutscher Seite Vertreter des Bundesministeriums für Ernährung, Landwirtschaft und Forsten sowie seines Forschungsbereichs und auf amerikanischer Seite Vertreter des U.S. Landwirtschaftsministeriums und der Universitäten an. Die Vertragsparteien können weitere Teilnehmer zu den Sitzungen der Gemeinsamen Arbeitsgruppe einladen.

Der Landwirtschaftsattaché oder Botschaftsrat für Landwirtschaft jedes der beiden Länder nehmen ebenfalls an den Sitzungen der Gemeinsamen Arbeitsgruppe als Mitglieder teil.

Die Gemeinsame Arbeitsgruppe tagt einmal im Jahr, und zwar abwechselnd in den Vereinigten Staaten von Amerika und in der Bundesrepublik Deutschland, falls die Vertragsparteien keine anderen Vereinbarungen treffen. Den Vorsitz in der Gemeinsamen Arbeitsgruppe führen gemeinsam jeweils ein von jeder Vertragspartei benannter Beamter. Themen der Zusammenarbeit und Einzelheiten ihrer Durchführung werden durch den Austausch von Vorschlägen vor den Sitzungen der Gemeinsamen Arbeitsgruppe vorbereitet. Alle gemeinsamen Vorhaben werden

im Einvernehmen und in Übereinstimmung mit den gesetzlichen Bestimmungen und agrarpolitischen Zielsetzungen beider Länder durchgeführt.

Artikel IV

Mit Ausnahme der in Artikel V dieses Abkommens genannten Ausgaben werden die Kosten der Beteiligung an gemeinsamen Vorhaben von jeder Vertragspartei selbst getragen, falls keine anderweitigen Vereinbarungen zwischen den Vertragsparteien getroffen werden. Die Durchführung der vom Abkommen erfaßten Vorhaben steht unter dem Vorbehalt der Verfügbarkeit finanzieller Mittel.

Artikel V

Was die erforderlichen Kosten nach Artikel II Buchstabe b betrifft, so übernimmt die entsendende Seite sämtliche Fahrtkosten; die aufnehmende Seite trägt die Kosten für Unterbringung und Verpflegung, es sei denn, daß die Vertragsparteien andere Vereinbarungen treffen.

Die erforderlichen Kosten nach Artikel II Buchstabe c werden von der die Veranstaltung ausrichtenden Vertragspartei getragen. Unterkunft und Verpflegung gehen zu Lasten der aufnehmenden Seite. Die Reisekosten übernimmt die entsendende Seite.

Die Transportkosten nach Artikel II Buchstabe a trägt die absendende Seite. Zusätzliche Einfuhrkosten trägt die Empfängerseite.

Artikel VI

Zur Erleichterung des Austausches von Wissenschaftlern, Sachverständigen und Praktikanten übermittelt die entsendende Seite innerhalb einer angemessenen Frist vor Beginn des Besuches eine Übersicht über jeden Teilnehmer, die u.a. Angaben über deren Ausbildung, die derzeitige Position, das Interessengebiet im Bereich der Forschung und vorhandene Sprachkenntnisse enthält.

Artikel VII

Beauftragte Koordinierungsstellen im Sinne dieses Abkommens sind auf amerikanischer Seite das "Office of International Co-Operation and Development" des U.S. Landwirtschaftsministeriums, auf deutscher Seite die Referate "Forschungsplanung und -koordination" und "Forschungsverwaltung" des Bundesministers für Ernährung, Landwirtschaft und Forsten.

Artikel VIII

Erkenntnisse und Ergebnisse der im Rahmen dieses Abkommens durchgeführten Forschungsarbeiten werden der Wissenschaft international zugänglich gemacht, es sei denn, daß in entsprechenden Zusätzen etwas anderes vereinbart wird. Die Behandlung von geistigem Eigentum, Lizenzen und Patenten wird von den Vertragsparteien entsprechend den geltenden gesetzlichen Bestimmungen und Verfahren beider Länder einvernehmlich vereinbart.

Artikel IX

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Abkommens eine gegenteilige Erklärung abgibt.

Artikel X

Dieses Abkommen tritt am Tage seiner Unterzeichnung in Kraft, gilt für die Dauer von fünf Jahren und verlängert sich danach stillschweigend jeweils um fünf Jahre, sofern es nicht von einer der beiden Vertragsparteien mit einer Frist von sechs Monaten schriftlich gekündigt wird. Für den Fall einer Beendigung dieses Abkommens werden Vereinbarungen für den Abschluß der laufenden Aktivitäten getroffen.

Artikel XI

Dieses Abkommen ist nicht so auszulegen, als beeinträchtige oder ändere es bestehende Vereinbarungen oder Abkommen zwischen den Vertragsparteien.

Geschehen zu Bonn am 01. Juni 1981

in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Der Bundesminister
für Ernährung, Landwirtschaft
und Forsten der
Bundesrepublik Deutschland

(Josef Ertl,
Minister,
Federal Ministry of Food,
Agriculture and Forestry
Federal Republic of Germany)

Der Landwirtschaftsminister
der Vereinigten Staaten
von Amerika

John R Block

(John R. Block,
Secretary,
U.S. Dept. of Agriculture)

READEX FICHE

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10389

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10389

DEFENSE ASSISTANCE

Agreement Between the
UNITED STATES OF AMERICA
and SUDAN

Effected by Exchange of Notes
Signed at Khartoum April 8 and 22, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

SUDAN

Defense Assistance

Agreement effected by exchange of notes
Signed at Khartoum April 8 and 22, 1981;
Entered into force April 22, 1981.

The American Ambassador to the Sudanese Minister of State, Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

APRIL 8, 1981

No. 64

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the furnishing on a grant basis of defense articles and defense services to the Government of the Democratic Republic of Sudan under the Military Assistance Program of the United States Government, and to advise Your Excellency that my Government is prepared to furnish such assistance, during the United States fiscal year 1981 and as authorized by United States law, in accordance with the following understandings:

A. The United States Government shall furnish to the Government of the Sudan such defense articles and defense services as may be requested by representatives of the Government of the Sudan and agreed to by representatives of the United States Government, in accordance with such terms and conditions as may be agreed. For the purposes of this agreement, the term "Defense Services" includes training related to defense articles.

B. The Government of the Sudan requires and shall use such defense articles and defense services solely to maintain its internal security and legitimate self-defense, and shall not undertake an act of aggression against any other state.

C. The Government of the Sudan shall not relinquish title to, or possession of, such defense articles and defense services to anyone not an officer, employee, or agent of the Government of the Sudan unless the prior consent of the United States Government shall

have been obtained, and shall offer for return to the United States Government any such defense articles and defense services which are no longer required for the purposes for which they were furnished.

D. The Government of the Sudan shall pay to the United States Government the net proceeds of sales of any weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article, furnished hitherto or hereafter on a grant basis by the United States Government. Such sums paid to the United States Government shall be available to pay all official costs of the United States Government payable in the currency of the Sudan, including all costs relating to the financing of international educational and cultural exchange activities in which the Sudan participates.

E. The Government of the Sudan will protect the security of any defense articles and defense services furnished hereunder, and will, as the United States Government may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the utilization of such defense articles and defense services.

F. I have the further honor to propose that this note, together with Your Excellency's note in reply confirming that the Government of the Sudan shares the foregoing understandings, shall constitute an agreement between our two governments on this subject, to be effective from the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

C. WILLIAM KONTOS

C. William Kontos

Ambassador

His Excellency
Mohamed Mirghani Mubarek,
Minister of State,
Ministry of Foreign Affairs,
Democratic Republic of the Sudan.

The Sudanese Minister of State, Ministry of Foreign Affairs, to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

KHARTOUM

MINISTER OF STATE

APRIL, 22ND, 1981.

MFA/7/SCR/9

EXCELLENCY,

1. I have the honour to refer to your note No. 64 Dated April 8, 1981, concerning the furnishing on a grant basis of defence articles and defence services to the Government of the Democratic Republic of The Sudan under the military assistance program of the United States Government.

2. I have the further honour to confirm that the Government of The Democratic Republic of the Sudan shares the under-takings mentioned in your above quoted note.

It is also my belief that the agreement constitutes a new step towards more cooperation between our two Governments, and that its outcome will help to bring peace and stability to this region.

Accept Excellency, the renewed assurances of my highest consideration.

MOHAMED MIRGHANI MUBARAK

Mohamed Mirghani Mubarak

Minister of State, Ministry of Foreign Affairs.

H. E.

Mr. C. William Kontos,
Ambassador of the United States of America,
Khartoum.

READEX
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400

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10400

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and the POLISH PEOPLE'S REPUBLIC

Signed at Warsaw August 28, 1981

with

Agreed Minute

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

POLISH PEOPLE'S REPUBLIC

Agricultural Commodities

Agreement signed at Warsaw August 28, 1981;
Entered into force August 28, 1981.
With agreed minute.

Agreement Between the Government of the United States of America and the Government of the Polish People's Republic for Sales of Agricultural Commodities

The Government of the United States of America and the Government of the Polish People's Republic:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Polish People's Republic (hereinafter referred to as the importing country) in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to the importing country of its efforts to help itself toward a greater degree of self-reliance to meet its problems of food production;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned goals;

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the cost of the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than 48 hours prior to the presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open an acceptable letter of credit, in United States dollars in favor of the supplier of the ocean transportation for 100 percent of the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement of the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such paymnet shall be credited against (a) the amount of each year's interest

payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the intitial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than one year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of the agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the Central Monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be made in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the importing[1] country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item 1 of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

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[1] Should read "exporting".

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Section A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

Part II - PARTICULAR PROVISIONS

Item 1. - COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (U.S. FY)	APPROXIMATE QUANTITY (MT)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
CORN	1981	350,000	DOLS 47.6
TOTAL		350,000	DOLS 47.6

Item 2. - PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT:

(A) Initial Payment - NONE;

(B) Currency Use Payment - NONE;

(C) Number of Installment Payments - SEVEN (7);

(D) Payment - APPROXIMATELY EQUAL ANNUAL INSTALLMENTS;

(E) Due Date of First Installment Payment - FOUR (4) YEARS AFTER THE DATE OF LAST DELIVERY OF COMMODITIES IN EACH CALENDAR YEAR;

(F) Initial Interest Rate - EIGHT (8) PERCENT;

(G) Continuing Interest Rate - DURING SUBSEQUENT CALENDAR YEARS, INTEREST RATES WILL BE DESIGNATED BY THE CCC ANNUALLY FOR EACH PAYMENT AND SHALL BE BASED ON THE COST OF CCC BORROWINGS.

Item 3. - USUAL MARKETING TABLE:

COMMODITY	IMPORT PERIOD (U.S. FY)	USUAL MARKETING REQUIREMENT (MT)
CORN	1981	1.8 MILLION

Item 4. - EXPORT LIMITATIONS:

(A) The export limitation period shall extend to December 31, 1981.

(B) For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are: corn, corn meal, corn flour, and products consisting primarily of corn origin.

Item 5. - SELF-HELP MEASURES:

The Government of the Polish People's Republic declares that it gives the highest priority to the development of the agricultural and rural sectors. Its Program on the Development of Agriculture contains the following objectives:

1). The increase of productivity and efficiency of Polish agriculture;

2). The decrease of the degree and scale of losses in agricultural production, especially in the animal feed producing sector during harvesting, transportation, storage and distribution;

3). The improvement of the processing of agricultural products through their better utilization and reduction of losses;

4). The measures which have been undertaken and are to be undertaken compromise actions to improve the supply and distribution of material input to all sectors of agriculture giving special attention to the increase of supply of farm machines and equipment, spare parts, fertilizers, pesticides, chemicals, feeding stuffs, coal, fuels and electrical energy. Those measures have as their objective to provide also technical assistance to agricultural service cooperatives and farmers in order to meet the need for adequate and timely provision of services.

5.) In order to achieve the above mentioned objectives the following actions are envisaged:

- restructuring of Polish industry to better meet the needs of agriculture; to this end the production potential shall be doubled by 1985;

- improving the economic factors governing agricultural production such as price policy, fiscal and credit policy to restore the profitability of production and to stimulate its growth and efficiency as well as improving economic factors governing the functioning of the whole economy;

- changes in land policy consisting in legal protection of agricultural land and its ownership, which would simultaneously stimulate the rationalization of the structure of the individual small farms;

- changes in the system of management which are aimed at restoring full autonomy of enterprises and farms and at guaranteeing the right of undertaking decisions by territorial autonomous organizations in matters related to their activities.

6). Those undertakings shall be fully supported by Governmental assistance to provide financial, technical and managerial resources for their implementation.

Item 6. - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

The proceeds accruing to Poland from the sale of commodities financed under this agreement will be used for financing the measures set forth in Part II, Item 5 of the agreement, and for the agricultural and rural development sectors.

Part III - FINAL PROVISIONS

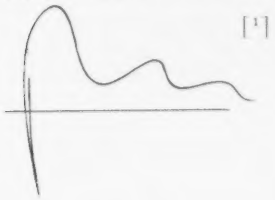
A. This agreement may be terminated by either Government by notice of termination to the other Government, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Warsaw, in duplicate, this 28th day of August, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA



[1]

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

[2]

[1] Francis J. Meehan.
[2] Antoni Karas.

AGREED MINUTE

With Reference to the Agreement between the Government of the United States of America and the Government of the Polish People's Republic for Sales of Agricultural Commodities of August 28, 1981:

I. The United States Government Representative requested necessary operational information which included:

1. type and grade of commodity to be purchased,

2. proposed contracting and delivery schedules,

3. name and address of bank in Poland and U.S. commercial bank through which L/C's would be issued.

Above information was submitted.

II. The Representatives of the Government of the Polish People's Republic have been informed that the initial interest rate will be paid during first four years, and the interest rate following the grace period will equal the cost of the Commodity Credit Corporation borrowing from the U.S. Treasury as established January 2 each year:

1. Interest from preceeding installment to December 31, shall accrue at the rate established January 2 of the same calendar year.

2. Interest from January 1st to the installment due date shall accrue at the rate established on January 2 of the same calendar year.

The Commodity Credit Corporation shall notify the Authorized Bank in Poland at least sixty (60) days prior to the due date of each installment as to the amount of interest due.

III. It is mutually agreed that the Government of the Polish People's Republic will furnish annually (together with the self-help statement) a report on the use of funds by general budget categories of economic development as long as unexpended generated funds remain.

IV. The U.S. Government Representative stated that the U.S. Government shall request an annual descriptive self-help statement to be received by December 15 covering the prior year activities for only as long as unexpended generated funds remain.

V. The U.S. Government Representative, with respect to Article III (C) of the above-mentioned Agreement, read the following:

"The annual report is a comprehensive analytic report which should cover the current year. We appreciate that complete calendar year data will not be available and that the host government will likely have to use its best efforts to extrapolate from existing data to cover the entire year. Host government should relate information in the report to achievement of specific self-help provisions contained in the current year agreement. It is important that the annual Food for Peace report contain a record of specific self-help achievements. Hence, historical data against which recent achievements can be measured should be included in the host government report."

FOR THE UNITED STATES DELEGATION:

R. Moore

FOR THE POLISH DELEGATION:

T. Jodko

Warsaw, August 28, 1981

TIAS 10400

GPO 1985 47-584(12800)

10401

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10401

FRIENDSHIP AND COOPERATION

Agreement Between the
UNITED STATES OF AMERICA
and SPAIN

Extending the Treaty of
January 24, 1976

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Effected by Exchange of Notes
Signed at Madrid September 4, 1981

S.9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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SPAIN

Friendship and Cooperation

Agreement extending the treaty of January 24, 1976.
Effected by exchange of notes
Signed at Madrid September 4, 1981;
Transmitted by the President of the United States of America to the Senate October 9, 1981 (Treaty Doc. No. 97-20, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 9, 1981 (S. Ex. Rept. No. 97-24, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate November 18, 1981;
Ratified by the President December 3, 1981;
Ratified by Spain May 10, 1982;
Ratifications exchanged at Madrid May 10, 1982;
Proclaimed by the President September 13, 1982;
Entered into force provisionally September 4, 1981;
Entered into force definitively May 10, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement extending the Treaty of Friendship and Cooperation between the United States of America and Spain of January 24, 1976, was effected by an exchange of notes at Madrid on September 4, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of November 18, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the agreement;

The agreement was ratified by the President of the United States of America on December 3, 1981, in pursuance of the advice and consent of the Senate; and was approved on the part of Spain;

The parties notified one another at Madrid on May 10, 1982, that their respective constitutional requirements had been met, and ac-

cordingly the agreement entered into force definitively on May 10, 1982, having been applied provisionally from September 4, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the agreement, to the end that it be observed and fulfilled with good faith on and after May 10, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirteenth day of September in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 741

Excellency:

With regard to the negotiations currently in progress between our two Governments on a successor agreement to the Treaty of Friendship and Cooperation, signed at Madrid on January 24, 1976,[1] and taking into account the new situation arising from Spain's having initiated the constitutional steps for its accession to the North Atlantic Treaty,[2] as well as the shared opinion of our two delegations to the effect that, notwithstanding their notable progress to date, it will not be possible to conclude these negotiations prior to the expiration of said Treaty on the 21st of this month, I have the honor to inform you that my Government proposes that our two Governments, consistent with the provisions of Article VII, agree on an additional period of eight months, commencing on the date of expiration of the Treaty, within which to conclude those negotiations, and that, during such eight-month period, the rights, duties and obligations of the Parties currently deriving from the Treaty and its associated agreements remain in effect.

I have the further honor to propose to you that, should the foregoing be acceptable to the Government of Spain, this Note and your Note in reply communicating

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[1] TIAS 8360; 27 UST 3005.
[2] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

your acceptance constitute an agreement between our two Governments, which will enter into force only upon the date on which both Parties communicate in writing that their respective applicable constitutional requirements have been satisfied, but which will apply provisionally from the date of your Note in reply and during the time in which the above-mentioned requirements are being met.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

Terence A. Todman [1]

Embassy of the United States of America,
Madrid, September 4, 1981

His Excellency,
Jose Pedro Perez-Llorca,
Minister of Foreign Affairs,
Madrid.

---

[1] Terence A. Todman.

5

The Spanish Minister of Foreign Affairs to the American Ambassador

Madrid, 4 de septiembre de 1981

El Ministro de Asuntos Exteriores

Excelentísimo Señor:

Tengo la honra de referirme a su Nota de fecha 4 de septiembre de 1981, en la que me comunica lo siguiente:

"En relación con las negociaciones actualmente en curso entre nuestros dos Gobiernos sobre un Acuerdo que sustituya al Tratado de Amistad y Cooperación firmado en Madrid el 24 de enero de 1976, y tomando en cuenta la nueva situación derivada de que España ha iniciado los trámites constitucionales para su adhesión al Tratado del Atlántico Norte, así como la opinión conjunta de las dos Delegaciones en el sentido de que, no obstante los notables progresos que han realizado hasta la fecha, no será posible concluir estas negociaciones antes de que expire dicho Tratado el 21 del presente mes, tengo el honor de comunicar a V.E. que mi Gobierno propone que nuestros dos Gobiernos, al amparo de lo establecido en el Artículo VII de dicho Tratado, convengan en un período adicional de ocho meses, contados a partir de su fecha de expiración, para concluir dichas negociaciones; y que, durante dicho período de ocho meses, los derechos, deberes y obligaciones de las Partes que actualmente se derivan del Tratado y de sus Convenios anejos, permanezcan en vigor.

Tengo además el honor de proponer a V.E. que si lo anteriormente dicho es aceptado por el Gobierno de España,

El Ministro de Asuntos Exteriores

esta Nota y la Nota de V.E. comunicándome su aceptación constituyen un Acuerdo entre nuestros dos Gobiernos que sólo entrará en vigor en la fecha en que ambas Partes se hayan comunicado por escrito que sus respectivos requisitos constitucionales han sido cumplidos, aplicándose con carácter provisional desde la fecha de su Nota de contestación y durante el tiempo en que se cumplimenten los citados requisitos".

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con el texto de dicha Nota.

Acepte, Señor Embajador, el testimonio de mi alta consideración.

P. R. Llorca

José Pedro Pérez-Llorca

Excelentísimo Señor
Terence A. Todman
Embajador de los Estados Unidos de América
Madrid.

TRANSLATION

Madrid, September 4, 1981

Sir:

I have the honor to refer to your note of September 4, 1981, in which you communicate the following to me:

[For the English language text, see pp. 3-4.]

I wish to inform Your Excellency that the Government of Spain expresses its conformity with the text of the aforesaid note.

Accept, Mr. Ambassador, the expression of my highest consideration.

Jose Pedro Perez-Llorca

His Excellency,

Jose Pedro Perez-Llorca,

Minister of Foreign Affairs,

Madrid.

GPO 1985 47-583(12800)

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10433

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10433

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SHELLFISH SANITATION

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Washington October 15, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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Washington, D.C. 20402

MEXICO

Shellfish Sanitation

Memorandum of understanding signed at Washington October 15, 1981;
Entered into force October 15, 1981.

MEMORANDUM OF UNDERSTANDING TO CONTROL THE SANITARY QUALITY OF FRESH OR FRESH-FROZEN BIVALVE MOLLUSCA DESTINED FOR EXPORTATION TO THE UNITED STATES OF AMERICA

Between The

FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN SERVICES, UNITED STATES OF AMERICA

And The

SECRETARIAT OF HEALTH AND WELFARE, UNITED STATES OF MEXICO

I. PURPOSE

The Secretariat of Health and Welfare of the United States of Mexico that hereafter will be designated by the initials SSA and the Food and Drug Administration of the Department of Health and Human Services of the United States of America that hereafter will be designated by the initials FDA affirm by this document their intention to cooperate in assuring that fresh and fresh frozen oysters, clams, and mussels exported to the United States of America are safe, wholesome, and have been harvested, transported, processed, and labeled in accordance with the provisions of the Mexican Regulations for the Sanitary Control of Seafoods, the Mexican Bivalve Mollusca Sanitation Program (PMSMB), the National Shellfish Sanitation Program (NSSP), and requirements of the Federal Food, Drug, and Cosmetic Act[1] of the United States of America.

II. DEFINITIONS AND RESPONSIBILITIES

A. Terms

For the purposes of this Memorandum, both parties agree to the following definitions:

1. Shellfish. All edible species of molluscan bivalves except scallop species from the family Pectinidae.

2. Lot. Means a collection of primary containers or units of the same size, type, and style, produced under conditions as nearly uniform as possible, designated by a common container code or marking, and in any event, no more than a day's production.

3. Marine biotoxins. Toxins produced by marine dinoflagellates such as Gonyaulax catenella, Gonyaulax tamarensis, and Gymnodinium breve and concentrated by shellfish during the feeding process.

[1] 52 Stat. 1040; 21 U.S.C. § 301.

4. Central file. The location where shellfish control program information, data, and reports are stored and maintained.

B. SSA Responsibilities

SSA agrees to:

1. Promulgate and enforce sanitation laws and regulations governing the growing, harvesting, processing, and shipment of shellfish to the United States.

2. Classify its shellfish harvesting waters in accordance with the procedures and standards set forth in the NSSP and the PMSMB.

3. Assure that only shellfish harvested from areas which meet NSSP- and PMSMB-approved water quality and marine biotoxin standards and processed according to NSSP and PMSMB guidelines will be exported to the United States of America.

4. Inspect the harvesting, transporting, and processing of shellfish at sufficient frequency to assure compliance with NSSP and PMSMB sanitary control practices.

5. Issue sanitation quality certificates for harvesting areas, only to those shellfish exporting firms and cooperatives that comply with NSSP recommended practices and to notify FDA of the name, location and certification number of these firms or cooperatives on Form FD-3038b "Shellfish Certification". To cancel a firm's certification, SSA will send a completed Form FD-3038c "Certification Cancellation" to FDA.

6. Require that all containers or units of each lot of shellfish exported to the United States of America be identified by the name, address, and certification number of the shipper and the code or marking of the lot. Any other information required by the U.S. Federal Food, Drug, and Cosmetic Act and Mexican Regulations for the Sanitary Control of Seafoods will also be on each container.

7. Invite technical advisors of FDA to visit the firms or cooperatives which have certificates, and shellfish growing areas which have been identified for export harvesting. Such visits will be made on an annual basis or at a frequency considered appropriate by both parties to observe the operation of the Mexican Bivalve Mollusca Sanitation Program.

8. Make travel arrangements for FDA technical advisors and provide the necessary facilities for carrying out their observations within Mexico.

9. Participate in FDA's laboratory quality assurance programs for seawater or shellfish including indicator and pathogenic bacteria, marine toxins, heavy metals, and radionuclides as considered necessary.

10. Participate as appropriate in the evaluation of new methods and procedures, including reagents, media, or other materials as well as instrument and equipment performance.

11. Establish a central office located in Mexico City in the Office of the Liaison Officer where a central file of laboratory results, including routine monitoring data, and data from quality assurance programs, will be maintained. Standard formats for collecting and reporting data should be used and these will be printed in English and Spanish.

C. FDA Responsibilities

FDA agrees to:

1. Publish the names, locations, and certification numbers of firms or cooperatives submitted by SSA. These will appear in the monthly publication of the Interstate Certified Shellfish Shippers List.

2. Provide training in technical and administrative procedures, including inspection, laboratory methods, and classification of shellfish growing areas, upon request of the SSA.

3. Inform the Mexican Liaison Officer of the reason or reasons for FDA detentions of Mexican shellfish imports. Additional information which will be provided will include, but not necessarily be limited to:

a. Commodity, identification, and the code or marking of the lot.

b. Name, address, and certification number of the shipper.

c. Date and other pertinent information on the shipping label.

d. Sampling procedure.

e. Methods of analysis.

f. Administrative procedures.

4. Recognize the United States of Mexico as a participant in the NSSP with full rights to participate in national workshops, cooperative research programs, seminars, training courses, and other NSSP activities, and to make recommendations for changes and improvements in procedures, methods, standards, and guidelines of the NSSP.

5. Participate in joint FDA/SSA evaluations of NSSP practices as they pertain to Mexican shellfish imports.

6. Make travel arrangements for, and pay round trip transportation expenses of, its advisory team between the United States and Mexico. FDA will also pay all per diem of the advisory team.

7. To exchange appropriate information concerning questions by United States of America State or local food control officials regarding the certification, safety, and wholesomeness of shellfish imported from the United States of Mexico. FDA will, if so requested, seek to determine the reason for the problem and inform the SSA of any action taken relative to United States of America State and local laws governing such shellfish imports.

8. The Memorandum of Understanding is subject to the availability of appropriate funds and personnel to each party.

D. Shared Responsibilities

Both parties agree:

1. To name a liaison officer who will coordinate all operational matters relating to this Memorandum. The liaison officers will be responsible for facilitating exchanges of information and expeditiously informing other interested parties within their respective countries on shellfish control problems requiring prompt attention. Each party will provide notification of any changes in liaison officer appointments. Such notification shall constitute a formality and does not require a revision of this agreement.

2. To provide information concerning proposed changes in the following:

a. Methods and procedures for sampling.

b. Methods of analysis.

c. Methods of confirmation.

d. Administrative guidelines, tolerances, specification standards, and nomenclature.

e. Reference standards.

f. Inspectional procedures.

3. To inform each other on a timely basis of the fundamentals of the following:

a. Proposed modifications of existing Federal or local regulations.

b. Proposed new Federal regulations.

c. Proposed new legislation.

d. Proposed modifications to the NSSP.

III. PERIOD OF AGREEMENT

This agreement will come into force upon signature of both parties and will remain in force until terminated. It may be modified by mutual written consent or terminated by either party upon a sixty (60) day advance written notice to the other.

IV. This agreement supersedes the Memorandum of Understanding to control the Sanitary Quality of Fresh or Fresh-Frozen Bivalve Mollusca Destined for Exportation to the United States of America between the Food and Drug Administration, Department of Health, Education, and Welfare, United States of America, and the Secretariat of Health and Welfare of the United

States of Mexico which entered into force March 1979,[1] which agreement is hereby terminated.

V. Done at Washington D.C. this 15th day of October 1981, in duplicate in the English and Spanish languages, both texts being equally authentic.

[2]

FOR THE SECRETARIAT OF HEALTH AND WELFARE, UNITED STATES OF MEXICO

Arthur Hull Hays, [3]

FOR THE FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN SERVICES, UNITED STATES OF AMERICA

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[1] TIAS 9424; 30 UST 3764.
[2] Manuel Lopez Portillo.
[3] Arthur Hull Hays, Jr.

MEMORANDUM DE ENTENDIMIENTO PARA CONTROLAR LA CALIDAD SANITARIA DE LOS MOLUSCOS BIVALVOS, FRESCOS O CONGELADOS FRESCOS, DESTINADOS A LA EXPORTACION A LOS ESTADOS UNIDOS DE AMERICA ENTRE LA ADMINISTRACION DE ALIMENTOS Y DROGAS, DEPARTAMENTO DE SALUD Y SERVICIOS HUMANOS DE LOS ESTADOS UNIDOS DE AMERICA Y LA SECRETARIA DE SALUBRIDAD Y ASISTENCIA DE LOS ESTADOS UNIDOS MEXICANOS

I.- PROPOSITO:

La Secretaría de Salubridad y Asistencia de los Estados Unidos Mexicanos, que en lo sucesivo se señalará con las siglas SSA, y la Administración de Alimentos y Drogas del Departamento de Salud y Servicios Humanos de los Estados Unidos de América, que en lo sucesivo se señalará con las siglas F.D.A., manifiestan por medio de este documento, su intención de cooperar para asegurar que los ostiones, almejas y mejillones frescos y congelados frescos, que se exporten a los Estados Unidos de América, sean inocuos, sanos y que hayan sido recolectados, transportados, procesados y etiquetados de acuerdo con las disposiciones del Reglamento Mexicano para el Control Sanitario de los Productos de la Pesca, del Programa Mexicano de Sanidad de Moluscos Bivalvos (PMSMB), Programa Nacional de Sanidad de Moluscos (NSSP)*, y los requerimientos del Acta Federal de Alimentos, Drogas y Cosméticos de los Estados Unidos de América.

II.- DEFINICIONES Y RESPONSABILIDADES:

A) TERMINOS:

Para los propósitos de este memorándum, ambas partes están de acuerdo con las siguientes definiciones:

* National Shellfish Sanitation Program.

MOLUSCOS.- Todas las especies comestibles de moluscos bivalvos, excepto almejas de la familia Pectinidae.

LOTE.- Es un conjunto de moluscos de una cosecha de no más de un día de producción, que se encuentran en una colección de envases primarios o unidades del mismo tamaño, tipo y estilo, producidos bajo condiciones lo más uniformes posibles e identificados por una clave común en los envases.

BIOTOXINAS MARINAS.- Toxinas producidas por dinoflagelados marinos, tales como: Gonyaulax catenella, Gonyaulax tamarensis y Gymnodinium breve y concentradas por los moluscos durante su proceso de alimentación.

ARCHIVO CENTRAL.- El lugar donde se guarda la información, datos y reportes del Programa de Control de Moluscos.

B) RESPONSABILIDADES DE LA SSA. LA SSA ESTA DE ACUERDO EN:

1.-) Promulgar y reforzar las leyes y reglamentos de sanidad que rigen el cultivo, recolección, procesamiento y envío de los moluscos a los Estados Unidos.

2.-) Clasificar las aguas de recolección de moluscos de acuerdo con los procedimientos y normas acordados en el NSSP y el PMSMB.

3.-) Asegurar que sólo se exporten a los Estados Unidos de América moluscos recolectados de áreas que cumplan con la calidad del agua y normas de biotóxinas marinas del NSSP y del PMSMB y que hayan sido procesados de acuerdo a los lineamientos de los mismos.

4.-) Inspeccionar la recolección, transporte y procesamiento de los moluscos con la periodicidad necesaria para asegurar que se cumpla con las

prácticas de control sanitario del NSSP y del PMSMB.

5.-) Emitir certificados de calidad sanitaria para áreas de extracción sólo a empresas y cooperativas exportadoras de moluscos que cumplan con las prácticas recomendadas por el NSSP y en notificar a la FDA el nombre, ubicación y número de certificado de dichas empresas o cooperativas, en la forma FD-3038 B "Certificación de Moluscos". Para cancelar la certificación de alguna empresa, la SSA enviará a la FDA la forma FD-3038 C "Cancelación de Certificación", debidamente llenada.

6.-) Exigir que todos los envases o unidades de cada lote de moluscos que se exporte a los Estados Unidos de América sea identificado por medio del nombre, dirección y número de certificación de la compañía o cooperativa, así como la clave del lote. Asimismo, cualquier otro tipo de información que requieran el Acta Federal de Alimentos, Drogas y Cosméticos de Estados Unidos de América y los Reglamentos Mexicanos para el Control Sanitario de los Productos de la Pesca, aparecerá en cada envase.

7.-) Invitar asesores técnicos de la FDA para visitar las empresas o cooperativas que tengan certificados, así como las áreas de cultivo de moluscos que hayan sido seleccionados para la exportación. Dichas visitas se realizarán en forma anual, o con la frecuencia que ambas partes consideren apropiada, con el fin de observar la operación del Programa Mexicano de Sanidad de Moluscos Bivalvos.

8.-) Efectuar arreglos para los viajes de los asesores técnicos de la FDA y proporcionar las facilidades necesarias para la realización de sus observaciones en México.

9.-) Participar en los Programas de control de Calidad del Laboratorio de - la FDA para el análisis del agua de mar y productos de la pesca, incluyendo bacterias indicadoras y patógenas, toxinas marinas, metales pesados y radionúclidos según se considere necesario.

10.-) Participar en la medida apropiada en la evaluación de nuevos métodos y procedimientos, incluyendo reactivos, medios u otros materiales, así como funcionamiento de instrumentos y equipo.

11.-) Establecer una oficina central, la cual estará ubicada en la Ciudad de - México, en las oficinas del oficial de enlace, donde se dispondrá de un archivo central con los resultados de laboratorio, incluyendo datos de monitoreo de rutina y datos relativos a los programas de control de - calidad. Se usarán las formas estándares para recopilar y reportar dichos datos. Estas formas deberán imprimirse en inglés y español.

C) RESPONSABILIDADES DE LA F.D.A. LA FDA ESTA DE ACUERDO EN:

1) Publicar los nombres, ubicación y números de certificación de las empresas o cooperativas propuestas por la SSA. Estas aparecerán en la publicación mensual de la Lista Interestatal de Compañías de Moluscos Certificadas.

2) A solicitud de la SSA, la FDA proporcionará entrenamiento en procedimientos técnicos y administrativos, de inspección, métodos de laboratorio y clasificación de áreas de cultivo de moluscos.

3) Cuando las importaciones de moluscos mexicanos sean detenidos por la - FDA, se informará al oficial de enlace mexicano la razón o razones de - dichas detenciones. La información adicional que se proporcionará incluirá, pero no necesariamente se limitará a:

a.- Identificación del producto y clave del lote.

b.- Nombre, dirección y número de certificación de la empresa o cooperativa que lo embarcó.

c.- Fecha y alguna otra información pertinente relativa a la etiqueta de embarque.

d.- Procedimiento de muestreo.

e.- Métodos de análisis.

f.- Procedimientos administrativos.

4) Reconocer a los Estados Unidos Mexicanos como participante en el NSSP con todos los derechos para participar en los talleres de los Estados Unidos de América, programas de investigación conjunta, seminarios, cursos de entrenamiento y otras actividades del NSSP y para formular recomendaciones para cambios y mejoras en los procedimientos, métodos, normas y lineamientos del NSSP.

5) Participar en las evaluaciones conjuntas FDA/SSA de las prácticas del NSSP, en lo referente a las importaciones de moluscos procedentes de México.

6) Efectuar los arreglos para el traslado y pagar los gastos de transporte del viaje redondo de su equipo de asesores, entre los Estados Unidos de América y México. La FDA pagará asimismo todos los viáticos del equipo de asesores.

7) Intercambiar la información apropiada con la FDA cuando un oficial local o estatal de alimentos de los Estados Unidos de América tengan dudas respecto a la certificación, inocuidad y sanidad de los moluscos importados de México. En caso de solicitársele, la FDA buscará determinar la razón del problema e informará a la SSA de cualquier acción to-

mada, relativa a las leyes estatales y locales de los Estados Unidos de - América en materia de importación de moluscos.

8) El Memorándum de Entendimiento está sujeto a la disponibilidad de fondos y personal apropiados de cada una de las partes.

D) RESPONSABILIDADES CONJUNTAS. AMBAS PARTES ESTAN DE ACUERDO EN:

1) Nombrar a un oficial de enlace que coordinará todos los asuntos operativos relacionados con este memorándum. Los oficiales de enlace serán - responsables de facilitar el intercambio de datos e informar a la mayor brevedad a las partes interesadas dentro de sus respectivos países, del control de los problemas concernientes a moluscos, que requieran atención inmediata. Las partes están de acuerdo en notificarse de cualquier cambio de nombramiento del oficial de enlace. Tal notificación constituirá una formalidad y no requiere una revisión de este acuerdo.

2) Proporcionar la información relativa a los cambios que se proponen a -- continuación:

A.- Métodos y procedimientos de muestreo.

B.- Métodos de análisis.

C.- Métodos de confirmación.

D.- Guías administrativas, tolerancias, normas de especificación y nomenclatura.

E.- Estándares de referencia.

F.- Procedimientos de inspección.

3) Ambas partes están de acuerdo en informar oportunamente sobre los siguientes puntos:

A.- Modificaciones que se propongan a reglamentos federales o locales.

B.- Nuevos reglamentos federales que se propongan.

C.- Nueva legislación que se proponga.

D.- Modificaciones que se propongan al NSSP.

III.- PERIODO DE VIGENCIA:

Este acuerdo se hará efectivo a partir de la fecha de la firma de ambas partes y estará en vigor hasta su fecha de terminación. Podrá ser modificado mediante consentimiento escrito de ambas partes o dado por terminado por cualquiera de ellas mediante aviso escrito y con anticipación de 60 días.

IV.- Este acuerdo sucede al "Memorándum de Entendimiento para Controlar la Calidad Sanitaria de los Moluscos Bivalvos Frescos o Congelados destinados a la Exportación a los Estados Unidos de América entre la Administración de Alimentos y Drogas, Departamento de Salud, -- Educación y Asistencia, Estados Unidos de América y la Secretaría - de Salubridad y Asistencia de los Estados Unidos Mexicanos", que entró en vigor en marzo de 1979, el cual se da por terminado.

V.- Elaborado en Washington, D.C., el día 15 de octubre de 1981, y por - duplicado en los idiomas inglés y español, teniendo ambos textos la -- misma autenticidad.

Arthur Hull Hayes, Jr.

GPO: 1985 48-228 (12800)

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FICHE

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10439

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10439

INTERNATIONAL COFFEE AGREEMENT 1976

Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Extending the Agreement of 1976

Approved by the International
Coffee Council at London
September 25, 1981

59.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

International Coffee Agreement 1976

Agreement extending the agreement of 1976.
Approved by the International Coffee Council at London September 25, 1981;
Entered into force October 1, 1982

INTERNATIONAL COFFEE ORGANIZATION
ORGANIZACION INTERNACIONAL DEL CAFE
ORGANIZAÇÃO INTERNACIONAL DO CAFÉ
ORGANISATION INTERNATIONALE DU CAFE

International Coffee Council
Thirty-sixth Session
7 - 25 September 1981
London, England

ICC - Resolution No. 318 (E)
28 September 1981
Original: English

RESOLUTION NUMBER 318

(Approved at the Fifth Plenary Meeting, 25 September 1981)

EXTENSION OF THE INTERNATIONAL COFFEE AGREEMENT 1976 [1]

WHEREAS:

Under the provisions of paragraph (1) of Article 68 of the International Coffee Agreement 1976 the Agreement shall remain in force until 30 September 1982, unless extended under the provisions of paragraph (3) or terminated under the provisions of paragraph (4) of that Article;

Under the provisions of paragraph (3) of Article 68, the Council may, at any time after 30 September 1980, by a vote of 58 percent of the Members having not less than a distributed majority of 70 percent of the total votes, decide either that the Agreement be renegotiated or that it be extended, with or without modification, for such period as the Council shall determine;

In order to allow adequate time for the negotiation of a new Agreement it is considered desirable that the International Coffee Agreement 1976 should be extended,

[1] TIAS 8683; 28 UST 6401. [Footnote added by the Department of State.]

THE INTERNATIONAL COFFEE COUNCIL

RESOLVES:

1. That the International Coffee Agreement 1976 shall be extended to 30 September 1983, provided that any proposals received from Members by 31 January 1982 for modifications to the Agreement to be applied under any extension of the Agreement beyond 1 October 1983, shall have been decided upon by the Council prior to 17 September 1982. [1]

2. That the International Coffee Agreement 1976 as extended in accordance with the provisions of paragraph 1 of this Resolution shall remain in force among those Contracting Parties to the Agreement which have notified their acceptance of such extension to the Secretary-General of the United Nations by 30 September 1982, if on that date such Contracting Parties represent at least twenty exporting Members holding a majority of the votes of the exporting Members and at least ten importing Members holding a majority of the votes of the importing Members. The votes for this purpose shall be distributed as shown in the Annex to this Resolution.

3. That a notification by a Contracting Party containing an undertaking to apply provisionally the Agreement as hereby extended which is received by the Secretary-General of the United Nations not later than 30 September 1982, shall be regarded as equal in effect to a notification of acceptance of the International Coffee Agreement 1976 as Extended. Such Contracting Party shall enjoy all the rights and assume all the obligations of a Member. However, if formal notification of acceptance has not been received by the Secretary-General of the United Nations by 31 March 1983 or such later date as the Council may determine, such Contracting Party shall as of that date cease to participate in the Agreement.

[1] As amended by Res. No. 319(E) July 5, 1982.

4. That any decisions regarding the operation of the Agreement which may be required as a consequence of the extension of the International Coffee Agreement 1976 in accordance with the provisions of paragraph 1 of this Resolution shall be taken by the Council.

5. To instruct the Executive Director to convey this Resolution to the Secretary-General of the United Nations.

ANNEX
DISTRIBUTION OF VOTES

	Exporting 1/	Importing 1/
TOTAL	1 000	1 000
Angola	10	-
Australia	-	13
Austria	-	16
Belgium/Luxembourg	-	29
Benin	3	-
Bolivia	3	-
Brazil	191	-
Burundi	9	-
Cameroon	27	-
Canada	-	31
Central African Republic	6	-
Colombia	143	-
Congo	3	-
Costa Rica	24	-
Cyprus	-	5
Denmark	-	20
Dominican Republic	12	-
Ecuador	22	-
El Salvador	51	-
Ethiopia	17	-
Finland	-	20
France	-	87
Gabon	3	-
Germany, Federal Republic of	-	117
Ghana	3	-
Greece	-	10
Guatemala	40	-
Guinea	5	-
Haiti	9	-
Honduras	18	-
Hungary	-	12
India	12	-
Indonesia	53	-
Ireland	-	6
Israel	-	8
Italy	-	57
Ivory Coast	62	-
Jamaica	3	-
Japan	-	46
Kenya	25	-
Liberia	5	-
Madagascar	17	-
Malawi	3	-
Mexico	40	-
Netherlands	-	44
New Zealand	-	7
Nicaragua	17	-
Nigeria	3	-
Norway	-	15
Panama	3	-
Papua New Guinea	17	-
Paraguay	3	-
Peru	17	-
Philippines	7	-
Portugal	-	8
Rwanda	8	-
Sierra Leone	6	-
Singapore	-	12
Sri Lanka	3	-
Spain	-	30
Sweden	-	29
Switzerland	-	19
Tanzania	15	-
Thailand	3	-
Togo	7	-
Trinidad and Tobago	3	-
Uganda	37	-
United Kingdom	-	42
United States of America	-	300
Venezuela	8	-
Yugoslavia	-	17
Zaire	21	-
Zimbabwe	3	-

1/ Three basic votes allotted to each exporting Member and five basic votes to each importing Member under the provisions of paragraph (2) of Article 13 of the International Coffee Agreement 1976

GPO 1985 48-234 (12800)

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10470

AGRICULTURAL COMMODITIES

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Agreement Between the
UNITED STATES OF AMERICA
and TUNISIA

Signed at Tunis August 27, 1981

with

Minutes of Negotiation

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

TUNISIA

Agricultural Commodities

Agreement signed at Tunis August 27, 1981;
Entered into force August 27, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF TUNISIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title Agreement signed on June 7, 1976,[1] together with the following Part II.

Part II

Part II - Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	57,000	Dollars $10.0
Total		57,000	Dollars $10.0

Item II. Payment Terms: Dollar Credit

1. Initial Payment: Twenty (20) percent;
2. Currency Use Payment: None;
3. Number of Installment Payments: Nineteen (19);
4. Payments: Approximately equal annual installments;
5. Due Date of First Installment Payment: Two (2) years after the date of last delivery of commodities in each calendar year;
6. Initial Interest Rate: Three (3) percent.
7. Continuing Interest Rate: Four (4) percent.

[1] TIAS 8506; 28 UST 1234.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1931	322,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A 4. of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a diffent name).

Item V. Self-Help Measures:

A. The Government of Tunisia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and to enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Tunisia agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Agricultural Production Inputs and Credit:

A. Increase the accessibility to the small farmer of agricultural production inputs and knowledge regarding their utilization. As part of this effort, the Government of Tunisia will continue to encourage the public, private and cooperative entities to improve

the distribution of sales points for fertilizers, pesticides, herbicides, and improved seeds; and to attempt to insure that adequate supplies of these inputs and credit are available to farmers during peak periods.

B. Reinforce agricultural credit, as a major step toward increased agricultural production. Accelerate the effort to certify land titles of small farmers, in order to determine their credit worthiness. Further increase the use of supervised credit, to extend programs to small farmers and to promote more integrated agriculture. Continue to improve administrative arrangements in agricultural credit management.

2. Research, Extension and Education:

A. Intensify training for extension agents and farmers and increase the links between the extension service and research institutes including the Le Kef Institute and other appropriate establishments. Extension agents will receive regular inservice training at specialized institutions to acquaint themselves with appropriate applied technologies. In addition, the Government of Tunisia will continue to increase activities undertaken at the regional level by offices under the Ministry of Agriculture to intensify applied research, and to test and demonstrate on dryland agriculture.

B. Develop programs in soil conservation and rehabilitation to educate all age groups of the population as to the importance of these matters. The programs shall be a part of the national effort to preserve Tunisia's arable land and to reverse its continuing deterioration.

3. Central Tunisia Rural Development Program:

A. Continue support for the program of the Central Tunisia Rural

Development Authority with emphasis on the agricultural activities, as well as those activities in potable water development and health nutrition education which are designed to increase the income and to meet the basic needs of the poor population of Central Tunisia.

4. Food Security:

A. Continue support for programs to increase the storage and handling capacity for basic agricultural commodities, especially cereals, at community, regional and national levels.

B. Develop and implement procedures for accurate identification and documentation of commodity loss and damage at discharge port.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to Tunisia for the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sectors: agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this twenty-seventh day of August, 1981, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

David L. Mack

DAVID L. MACK
CHARGE D'AFFAIRES AD INTERIM
EMBASSY OF THE UNITED STATES
OF AMERICA AT TUNIS

[SEAL]

FOR THE GOVERNMENT OF THE
REPUBLIC OF TUNISIA

AHMED BEN ARFA
DIRECTOR GENERAL OF
INTERNATIONAL COOPERATION

[SEAL]

ACCORD CONCLU ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET

LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE
EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente de produits agricoles ci-dessous mentionnés, dans le cadre du programme du Titre I de la PL 480. Cet Accord est composé du préambule et des Parties I et III de l'Accord signé le 7 Juin 1976, ainsi que de la Partie II ci-après.

PARTIE II - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

Produits	Période de livraison (Année Fiscale Américaine)	Quantité approximative (Tonnes Métriques)	Valeur Maximale sur le marché d'exportation (Millions de Dollars)
Blé/Farine de Blé (sous forme de grains)	1981	57.000	$10,0
	Total	57.000	$10,0

Article II. Modalités de Paiement: Crédit en Dollars

A) Paiement initial - vingt (20) pour cent.

B) Paiement pour l'utilisation du pays exportateur : néant.

C) Nombre de versements - dix-neuf (19).

D) Versements : en tranches annuelles à peu près égales.

E) Date d'échéance du premier versement - deux (2) ans après la date de dernière livraison pour chaque année civile.

F) Taux d'intérêt du paiement initial - trois (3) pour cent.

G) Taux d'intérêt des autres paiements - quatre (4) pour cent.

Article III. Tableau des Achats Commerciaux Habituels :

Produit	Période d'Importation (Année Fiscale Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé/Farine de blé (sous forme de grains)	1981	322.000

Article IV. Limitation des Exportations :

A) La période limite des exportations sera l'année fiscale américaine 1981 ou toute année fiscale subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B) Aux fins de l'Article III A) 4) de la Partie I de cet Accord, les produits non exportables sont: le blé, la farine de blé, les flocons de blé, la semoule, la farine, ou bulgur (ou le même produit différemment nommé).

Article V. Mesures d'Auto-Assistance :

A) Le Gouvernement Tunisien accepte d'entreprendre des mesures d'auto-assistance pour améliorer la production, le stockage et la distribution des produits agricoles. Les mesures suivantes d'auto-assistance seront exécutées afin de contribuer directement aux progrès de développement dans les zones rurales déshéritées et permettre aux pauvres de participer à l'accroissement de la production agricole dans les petites exploitations.

B) Le Gouvernement Tunisien accepte d'entreprendre les activités suivantes, et, ce faisant, de fournir les ressources financières et techniques, ainsi que le personnel d'encadrement requis pour leur réalisation.

1) Intrants et Crédit pour la Production Agricole

(a) Augmenter les possibilités d'accès des petits exploitants, tant aux intrants de production agricole qu'aux techniques relatives à leur utilisation. Dans ce cadre, le Gouvernement Tunisien continuera d'encourager les organismes tant des secteurs public et privé que coopératif à améliorer la répartition des points de vente des engrais, des pesticides, des désherbants et des semences sélectionnées et à essayer d'assurer un approvisionnement adéquat des agriculteurs en intrants et en crédit, et ce notamment, pendant les périodes de pointe.

(b) Renforcer le crédit agricole, en tant qu'étape importante sur la voie d'une production agricole accrue. Accélérer la procédure de l'homologation des titres de propriété des petits exploitants agricoles afin de pouvoir déterminer leur degré de solvabilité. Augmenter davantage l'usage du crédit supervisé pour étendre les programmes aux petits agriculteurs et pour favoriser une agriculture plus intégrée. Continuer à améliorer les dispositions administratives dans la gestion du crédit agricole.

2) Recherche, Vulgarisation et Education

(a) Intensifier la formation des agents vulgarisateurs et des agriculteurs et accroître les liens entre les services de vulgarisation et les instituts de recherche, y compris l'institut du Kef et d'autres établissements appropriés. Les agents vulgarisateurs recevront des cycles de perfectionnement et de recyclage dans des institutions spécialisées pour se familiariser avec les technologies appliquées les plus adéquates. De plus, le Gouvernement Tunisien continuera à accroître les activités entreprises à l'échelle régionale par les Offices qui relèvent du Ministère de l'Agriculture, pour intensifier les essais et les démonstrations de recherche appliquée dans l'agriculture en sec.

(b) Développer des programmes de revalorisation et de conservation des sols, en vue d'éduquer les groupes de population de tout âge quant à l'importance de ces matières. Ces programmes feront partie de l'effort national pour préserver les terres arables de la Tunisie et renverser la tendance à la détérioration.

3) Programme de Développement Rural de la Tunisie Centrale

(a) Continuer d'apporter son appui au programme de Développement Rural de la Tunisie Centrale en mettant l'accent sur les activités agricoles, ainsi que sur les actions de développement relatives à l'adduction d'eau potable et à l'éducation sanitaire et nutritionnelle. La réalisation de ces activités est de nature à augmenter le revenu des populations pauvres de la Tunisie Centrale et à les aider à satisfaire leurs besoins élémentaires.

4) Sécurité Alimentaire

(a) Continuer à appuyer les programmes destinés à accroître la capacité de manutention et de stockage des produits agricoles de première nécessité, et en particulier des céréales, et ce aux niveaux

national, régional et communautaire.

(b) Développer et appliquer des procédures permettant d'identifier et d'établir avec précision les pertes ou avaries subies par les produits agricoles au port de déchargement.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A) Le montant des sommes que la Tunisie tirera de la vente des produits agricoles financés au titre de cet Accord, servira à financer les mesures d'auto-assistance énoncées dans l'Accord, et les secteurs suivants de développement rural et agricole conçu de manière à permettre aux populations pauvres du pays bénéficiaire un accès accru à un approvisionnement alimentaire adéquat, nutritif et stable.

B) A cet effet, en utilisant le produit des ventes, on devra s'attacher à améliorer directement, d'une part, les conditions de vie des populations les plus pauvres du pays bénéficiaire et, d'autre part, leur capacité de participer au développement de leur pays.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le Jeudi 27 Août 1981, en deux exemplaires originaux en langue française et en langue anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

DAVID L. MACK
CHARGE D'AFFAIRES AD INTERIM
AMBASSADE DES ETATS-UNIS
D'AMERIQUE A TUNIS

[SEAL]

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
DIRECTEUR GENERAL DE LA
COOPERATION INTERNATIONALE

[SEAL]

PUBLIC LAW 480 TITLE I[1] SALES AGREEMENT

MINUTES OF NEGOTIATION

During the month of August, 1981, representatives of the Republic of Tunisia's Ministry of Foreign Affairs, Ministry of Plan and Finances and Ministry of Agriculture, met in a series of meetings with representatives of the U.S. Embassy and the A.I.D. Mission to negotiate an agreement amending certain portions of the June 7, 1976 Title I Public Law 480 (PL 480) Sales Agreement between the Government of the United States of America and the Government of the Republic of Tunisia.

SECTION I - SELF-HELP

1. During the negotiations, the U.S. representatives explained that Section 109(A) of PL 480 requires that, before entering into agreements for sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase the percapita production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is necessary to take into particular account the extent to which these measures are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

2. In addition, it was pointed out that Section 106(B) provides that in negotiating sales agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient country's people. Greatest emphasis is required to be placed

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

3. Throughout the discussions, it was noted that this 1981 Agreement was separate from the multi-year Title I Agreement which has been informally proposed to begin in U.S. fiscal year 1982. At the same time, it was agreed that certain preliminary steps in the Tunisian fertilizer program, which the multi-year Title I program would support, would be started now, with support from the proceeds of the Agreement.

4. First among these is a sample survey of small and medium farmers to be conducted by the Ministry of Agriculture which would establish baseline data for the multi-year program about small and medium farmers' use, access and knowledge of nitrogenous fertilizer. This survey, while not large, would be carefully stratified in terms of climatic regions, distance from principal towns, distance from roads and distance from the Office of Cereals (Office des Céréales) collection and sales points.

5. The Planning Department of the Ministry of Agriculture also agreed a number of other studies would be completed leading to decisions about specific multi-year program actions which would be supported by the multi-year activity, when and if authorized, agreed and implemented. Specifically:

a. A study of the degree to which private sector retailers (particularly small merchants in remote villages) would be stimulated by changes in the marketing margins and other possible incentives. This study would be launched in time to be completed in January, 1982, in time for decisions

in March, 1982, on whether or not to make adjustments in marketing margins and other possible incentives.

b. A study of proposed GOT policy to establish reserve fertilizer stocks to be completed by December, 1981, in time for decisions in January, 1982, on whether or not to increase fertilizer tenders for reserve purposes.

c. A study of existing public and private sector fertilizer storage capacities to be completed by November, 1981.

d. Stepped-up agronomic studies of fertilizer response in major Tunisian crops under local soil and climatic conditions.

e. Preparation for expansion of soil testing through existing facilities and others to be established.

f. A comparative study of the costs of alternative ways of providing fertilizer credit to be completed by July, 1982, in time for decisions to be made the following summer.

6. With respect to the specific Self-Help Measures of this year's Agreement, these were found to be generally self-explanatory. However, both sides stressed that among the credit Self-Help Measures the Tunisian Government would continue to take, special attention would be paid to the collection of repayments from borrowing farmers.

7. To this end, special attention would be given by Tunisia to the continued improvement of the procedures of the National Bank of Tunisia (Banque National de Tunisie, BNT) for the recording, processing and collection of farm credit information, including the procedures for individual credit account recording. The special small-farmer credit unit of

the BNT would be further strengthened as part of this effort.

8. It was agreed that the accelerated effort to certify land titles will result in the granting of a larger number of possession certificates at a faster rate.

9. With respect to the Self-Help Measure concerning the training of extension agents and the links between the extension agents and the research services, it was especially noted that two-way communication flows had to be encouraged between agents and farmers, on one hand, and agents and researchers on the other.

10. In discussing the implementation of the Self-Help Measure Item V.B.2.B.: "Develop programs in soil conservation and rehabilitation to educate all age groups of the population...", it was agreed that the Department of Education, Research and Extension (Direction de l'Enseignement, de la Recherche et de la Vulgarisation) and the Extension Service Support Unit (Cellule de Soutien au Service de Vulgarisation) of the Central Tunisia Development Authority, in its activity zone, could make important contributions. Both would be preparing materials for use in schools and among the general public for this purpose.

SECTION II - SUPPLEMENTAL INFORMATION

During these meetings, the terms of the proposed Agreement were reviewed and approved by all parties. In addition, the U.S. representatives explained that in order to expedite (a) the signing of the Agreement and (b) the implementation of the Agreement after signature, including the timely purchase and shipment of commodities not later than September 30, 1981,

the Government of the Republic of Tunisia should:

1. Advise the U.S. Embassy in Tunisia the following information:

a. Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards.

b. Proposed contracting and delivery schedule, i.e., delivery means the delivery of grain to the vessels in U.S. ports.

c. Assurances that appropriate Government of Tunisia authorities are prepared to make prompt transfer of funds to cover (1) the initial payment of twenty (20) percent and (2) the ocean freight costs for commodities purchased under the Agreement.

d. Name and complete address of (1) the bank in Tunisia and (2) the U.S. commercial bank through which Letters of Credit will be opened for commodity and ocean freight payments.

e. Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage.

f. Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to Tunisia's domestic agricultural production and marketing efforts.

2. Provide the Embassy of the Government of Tunisia in Washington with:

a. Information described in paragraphs 1.a., b., c., and d. above.

b. Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing, to purchase commodities and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable).

c. Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

SECTION III - OPERATIONAL DATA

The U.S. representatives called attention to various operational procedures and reporting requirements as discussed below:

1. Public Law 480 Title I Regulatory and Legislative requirements mandate that purchases of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

2. Terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. department of Agriculture.

3. Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

4. If the Government of Tunisia nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tunisia must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in writing, of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

5. The Government of Tunisia must take appropriate measures to ensure that operable and irrevocable Letters of Credit for both commodity and ocean freight payments will be issued, advised or confirmed by a U.S. commercial bank designated by the Government of Tunisia, as soon as commodities are purchased and ocean freight is booked.

6. Letters of Credit for all (100 percent) ocean freight costs must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter party or booking note. Furthermore, commodity and ocean

freight suppliers may refuse to load vessels when acceptable Letters of Credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

7. If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

8. Reporting is an essential part of the PL 480 Title I sales program; timely submission of various reports is important because the information in them must be presented to the U.S. Congress on a regular schedule. Accordingly, the Government of Tunisia is responsible for the timely submission of the following reports: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Uses of Sales Proceeds, as required under the Standard Provisions of the Agreement.

9. A listing of the timing for submission of the reports to the U.S. Embassy is as follows:

a. Progress Report on Compliance: Quarterly twenty (20) days after the close of each quarter, i.e., due on January 20, April 20, July 20, and October 20.

b. Progress Report on Self-Help: Annually sixty (60) days after the close of the U.S. fiscal year, i.e., due on December 1.

c. Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy the pertinent sheet covering each shipment.

d. Use of Sales Proceeds: Annually nine (9) months after the close of each Tunisian fiscal year.

DONE AT TUNIS, this twenty-seventh day of August, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

ACCORD DE VENTES DU TITRE I DE LA LOI PUBLIQUE 480

PROCES-VERBAL DES NEGOCIATIONS

Des représentants des Ministères des Affaires Etrangères, du Plan et des Finances et de l'Agriculture de la République Tunisienne ont tenu, au cours du mois d'Août 1981, une série de réunions avec des représentants de l'Ambassade des Etats-Unis d'Amérique et de la Mission A.I.D. pour négocier un Accord amendant certaines parties de l'Accord de Ventes du Titre I de la Loi Publique 480 (PL 480) signé le 7 juin 1976 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne.

SECTION I - AUTO-ASSISTANCE

1. Durant les négociations, les représentants américains ont expliqué que la Section 109(A) de la PL 480 stipule que, avant de signer des accords sur la vente de produits, il sera tenu compte du niveau des efforts entrepris par le pays récipiendaire dans la mise en oeuvre des mesures d'auto-assistance destinées, d'une part à accroitre la production agricole par tête d'habitant et, d'autre part, à améliorer les installations d'entreposage et le réseau de distribution des produits agricoles. En outre, il sera particulièrement tenu compte des méthodes d'exécution des mesures destinées, d'une part, à contribuer directement au développement du progrès des régions rurales pauvres et, d'autre part, à inciter la participation active des populations déshéritées dans l'accroissement de la production des petites exploitations agricoles.

2. En outre, il a été mentionné que la Section 106(B) stipule que, en négociant des accords de ventes, on devra particulièrement insister sur le fait que l'utilisation du produit de ces ventes doit être axée sur les objectifs liés directement à l'amélioration des conditions de vie des populations les plus pauvres du pays récipiendaire. Ainsi, il est exigé que le

produit de ces ventes doit servir à la réalisation de programmes de développement agricole, de développement rural, de planification nutritionnelle et de planning familial.

3. Durant les discussions, il a été noté que l'Accord actuel pour 1981 constitue un accord indépendant de l'accord pluriannuel qui commencerait pendant l'année fiscale U.S. 1982 tel que prévu à titre officieux. En même temps il a été convenu que certaines dispositions préliminaires d'inscrivant dans le cadre du programme pluriannuel d'engrais, auquel le programme pluriannuel du Titre I servirait de support, devraient commencer dès maintenant moyennant le produit des ventes découlant du présent Accord.

4. Parmi ces dispositions, il y aurait lieu d'abord à ce que le Ministère de l'Agriculture procède à une enquête sur échantillon des petits et moyens exploitants agricoles; cette enquête établirait les données de base du programme pluriannuel au niveau des petits et moyens exploitants agricoles concernant, d'une part l'utilisation et la disponibilité des engrais azotés et, d'autre part leur connaissance à cet égard. Cette enquête, sans être d'une grande envergure serait soigneusement stratifiée du point de vue régions climatiques, éloignement à partir des grandes villes, éloignement à partir des routes et des centres de collecte et de vente de l'Office des Céréales.

5. La Direction de la Planification du Ministère de l'Agriculture a également convenu qu'un certain nombre d'autres études seraient réalisées. Ces dernières permettraient la prise de décisions relatives à des actions spécifiques dont la réalisation s'échelonnerait sur plusieurs années et qui seraient soutenues par le programme pluriannuel du Titre I dans la mesure où ce dernier est autorisé, agréé et mis en exécution. Plus particulièrement il s'agit de:

a. Une étude de la mesure dans laquelle les détaillants du secteur privé (notamment les petits marchands des villages éloignés) se trouveraient stimulés par des marges bénéficiaires différentes et par d'autres incitations éventuelles. Cette étude devrait être lancée à temps pour être achevée en

Janvier 1982 en vue de permettre la prise de décisions en Mars 1982 concernant l'application ou non d'ajustements des marges bénéficiaires et d'autres mesures incitatives éventuelles.

b. Une étude de la politique envisagée du Gouvernement Tunisien concernant l'établissement de stocks de réserves d'engrais devrait être achevée en Décembre 1981 en vue de permettre la prise de décisions en Janvier 1982 concernant l'augmentation ou non des marchés passés pour l'acquisition d'engrais et ce dans le cadre de la constitution de stocks de réserves.

c. Une étude des capacités de stockage d'engrais existantes relevant tant des secteurs public que privé, devrait être achevée en Novembre 1981.

d. Des études agronomiques poussées concernant la réaction du rendement des principales cultures tunisiennes à l'application d'engrais dans des conditions locales de climat et de sol.

e. La préparation de l'expansion des analyses du sol au moyen des installations existantes et d'autres à créer.

f. Une étude comparative des coûts des différentes alternatives en vue de fournir des crédits pour l'acquisition d'engrais, devrait être achevée en Juillet 1982 pour permettre la prise de décisions l'été suivant.

6. En ce qui concerne les Mesures spécifiques d'Auto-Assistance au titre de l'Accord de cette année, il a été constaté que ces mesures, en général, s'expliquaient d'elles-mêmes. Cependant, les deux parties ont souligné que parmi les Mesures d'Auto-Assistance dans le domaine du crédit agricole que le Gouvernement Tunisien continuerait à prendre, une attention particulière serait accordée aux recouvrements des prêts consentis aux exploitants emprunteurs.

7. A cette fin, une attention toute particulière serait accordée par la Tunisie à la poursuite de l'amélioration des procédures de la Banque Nationale de Tunisie (BNT) en matière d'enregistrement, de traitement, et de collecte d'informations inhérents au crédit agricole, y compris les procédures sur la tenue de dossiers individuels de comptes de crédit. La cellule spéciale de la BNT, qui s'occupe du crédit agricole au profit des petits exploitants serait renforcée davantage dans le cadre de cet effort.

8. Il a été convenu que l'effort accéléré dans la procédure d'homologation des titres de propriété se traduira par l'attribution d'un plus grand nombre de certificats de possession à un rythme plus rapide.

9. En ce qui concerne la Mesure d'Auto-Assistance concernant la formation des vulgarisateurs et des liens entre ces derniers et les services de la recherche, il a été souligné que la communication dans les deux sens doit être encouragée tant entre les vulgarisateurs et les exploitants, qu'entre les vulgarisateurs et les chercheurs.

10 Lors de la discussion de l'exécution de la Mesure d'Auto-Assistance Article V.B.2.B.: "Développer des programmes de revalorisation et de conservation des sols en vue d'éduquer les groupes de population de tout âge...", il a été convenu que la Direction de l'Enseignement, de la Recherche et de la Vulgarisation du Ministère de l'Agriculture et la Cellule de Soutien au Service de Vulgarisation de l'Office de Développement de la Tunisie Centrale dans sa zone d'activités, pourraient y apporter un important concours; toutes deux seraient appelées à préparer des documents destinés à être utiles, à cet ĝard, dans les écoles et parmi le grand public.

SECTION II - INFORMATIONS SUPPLEMENTAIRES

Durant ces réunions, les clauses de l'Accord proposé ont été examinées et approuvées par toutes les parties. En outre, les représentants américains ont expliqué que dans le but d'accélérer (a) la signature de l'Accord et

(b) la mise en exécution de l'Accord après signature, y compris l'achat et l'expédition à temps par bateau des produits avant le 30 septembre 1981, le Gouvernement Tunisien devrait:

1. Fournir à l'Ambassade des Etats-Unis d'Amérique les renseignements suivants:

a. Type et grade des céréales à acheter en respectant les normes officielles de qualité des produits (céréales) appliquées aux Etats-Unis.

b. Proposition d'un calendrier pour la passation des contrats et de la livraison, livraison veut dire livraison des céréales aux bateaux dans les ports américains.

c. Des assurances que les autorités compétentes du Gouvernement Tunisien sont prêtes à effectuer des transferts rapides de fonds pour assurer (1) le paiement initial de vingt pour cent (20%) et (2) le paiement du montant du frêt maritime correspondant aux produits achetés au titre de l'Accord.

d. Le nom et l'adresse complète de (1) la banque tunisienne et (2) de la banque commerciale américaine par l'intermédiaire de laquelle des Lettres de Crédit pour le paiement des produits et du frêt maritime seront ouvertes.

e. Des assurances que des installations adéquates pour le stockage et la manutention seront disponibles au moment où les produits achetés au titre de l'Accord quitteront les Etats-Unis et ce, afin d'éviter toutes pertes ou avaries anormales.

f. Des assurances que la fourniture des produits financés au titre de l'Accord n'entravera pas d'une manière significative les efforts entrepris par le Gouvernement Tunisien dans les domaines de la production agricole et de la commercialisation.

2. Donner à l'Ambassade de Tunisie à Washington:

a. Les renseignements décrits aux paragraphes 1.a., b., c. et d. ci-dessus.

b. Des directives complètes et les pouvoirs nécessaires pour habiliter l'Ambassade de Tunisie à Washington à demander par écrit les Autorisations de Cession des produits, à procéder à l'acquisition des produits et à passer des contrats pour le transport maritime (y compris la désignation des agents responsables des achats et/ou des agents maritimes, si nécessaire).

c. Des directives pour contacter la "Program Operations Division, Export Credits Section, Foreign Agricultural Service", du Ministère Américain de l'Agriculture (Téléphone: (Indicatif 202) 447-5780) au cas où davantage d'aide s'avérerait nécessaire en vue de l'exécution de l'Accord.

SECTION III - DONNEES OPERATIONNELLES

Les représentants américains rappelèrent certaines procédures opérationnelles et exigences en matière de rapports tel que cela est présenté ci-dessous:

1. Les Dispositions Réglementaires et Législatives requises par la Loi Publique 480, Titre I, prévoient que l'achat des produits agricoles alimentaires au titre de l'Accord du Titre I doit être fait au moyen d'appels d'offres publics publiés aux Etats-Unis; les offres soumises devront répondre aux critèrer spécifiés dans les appels d'offres. La réception et l'ouverture des plis se feront en séance publique aux Etats-Unis. Toutes les adjudications au titre des appels d'offres doivent se conformer aux procédures requises pour les offres publiques, concurrentielles et répondre aux critères définis.

2. Les dispositions de tous les Appels d'Offres (y compris celles des appels d'offres pour frêt maritime) doivent être approuvées par le "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture, avant la publication de ces derniers.

3. Le paiement de commissions, gratifications ou autres à tout agent vendeur que ce soit, employé ou engagé par le fournisseur pour l'obtention d'un contrat, est prohibé et ce pour toute opération d'achat de produits conclue en vertu d'accords du Titre I, PL 480.

4. Si le Gouvernement Tunisien nomme un agent responsable des achats ou un agent maritime pour l'acquisition des produits ou pour effectuer les démarches pour le transport maritime au titre de l'Accord, le Gouvernement Tunisien doit notifier par écrit cette nomination au "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture et joindre une copie du projet de contrat à passer avec l'agence proposée. La nomination de tous les agents maritimes ou responsables des achats doit être approuvée par le "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture, conformément aux mesures réglementaires prévues, afin d'éliminer de possibles conflits d'intérêt.

5. Des mesures conséquentes doivent être prises par le Gouvernement Tunisien pour s'assurer que des Lettres de Crédit en règle et irrévocables pour le paiement des produits et du frêt maritime seront ouvertes, notifiées ou confirmées par une banque commerciale américaine désignée par le Gouvernement Tunisien dès que les produits seront achetés et réservation effectuée pour le transport maritime.

6. Des Lettres de Crédit doivent être ouvertes pour la totalité (cent pour cent) du coût du frêt maritime au plus tard quarante-huit (48) heures avant la présentation du bateau pour le chargement, permettant un paiement à vue ou l'acceptation d'une traite libellée en dollars U.S. en faveur du transporteur maritime sur la base du tonnage et de taux spécifiés dans la

charte partie correspondante ou l'engagement d'affrètement. En outre, on a fait remarquer que des fournisseurs de produits et des transporteurs peuvent refuser de charger les bateaux si des Lettres de Crédit acceptables pour le paiement des produits ou du frêt maritime ne sont pas disponibles au moment du chargement. Ceci peut entrainer une demande en dommages et intérêts élevés par les armateurs (pour surestarie) et par les fournisseurs de produits (pour frais d'immobilisation).

7. Si un contrat de frêt maritime prévoit des indemnités de surestarie/dispatch, quatre-vingt dix (90) pour cent du montant du frêt maritime doivent être payés à l'arrivage de la cargaison. Les dix (10) pour cent restants, moins l'éventuel dispatch, devront être payés au transporteur aussitôt l'état d'estarie établi. S'il existe un litige quelconque sur le montant du dispatch, l'armateur devra percevoir cette portion des dix (10) pour cent restants non contestés. Des recours contre le transporteur pour pertes ou avaries de la cargaison devraient être effectués selon les procédures en usage; cela ne saurait donner lieu à des retenues sur les paiements au titre du frêt maritime.

8. La soumission des rapports constitue une part essentielle du Programme de Ventes du Titre I, PL 480; il est important de soumettre ces rapports en temps opportun afin que les renseignements qui y figurent puissent être présentés au Congrès Américain à dates fixes. En conséquence, il incombe au Gouvernement Tunisien de soumettre en temps opportun les rapports suivants: le rapport de conformité (Compliance Progress), les rapports d'Expédition et d'Arrivée des produits, le rapport d'Auto-Assistance, et le rapport sur l'Utilisation du Produit des Ventes, ainsi que le requièrent les Dispositions Générales de l'Accord.

9. Une liste des dates de soumission, desdits rapports, à l'Ambassade Américaine est établie ci-après:

a. Rapport de Conformité: Trimestriel - vingt (20) jours après la fin de chaque trimestre, c'est-à-dire les 20 janvier, 20 avril, 20 juillet et 20 octobre.

b. Rapport d'Auto-Assistance: Annuel - soixante (60) jours après la fin de l'année fiscale américaine, c'est-à-dire le 1er décembre.

c. Rapports d'Expédition et d'Arrivée des produits: pour chaque cargaison, dix (10) jours après soumission par l'Ambassade Américaine des relevés y afférents.

d. Rapport sur l'Utilisation du Produit des Ventes: Annuel - neuf (9) mois après la clôture de l'année budgétaire tunisienne.

FAIT A TUNIS, le vingt-septième jour d'Août 1981

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10510

ATOMIC ENERGY

Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Programs

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRIA

Extending the Agreements of
February 25 and March 3, 1977,
as Extended

Effected by Exchange of Telexes
Dated August 21 and September 10, 1981

9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

AUSTRIA

Atomic Energy: Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Programs

Agreement extending the agreements of February 25 and March 3, 1977, as extended.
Effected by exchange of telexes
Dated August 21 and September 10, 1981;
Entered into force September 10, 1981;
Effective September 3, 1981.

The Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie, to the Director for Research, United States Nuclear Regulatory Commission

TELEX No. 470 August 21, 1981

Dr. Robert Minogue
Director
Office of Nuclear Regulatory Research
United States Nuclear Regulatory Commission

Dear Dr. Minogue:

We are very pleased to refer to the two reactor safety research agreements on LOFT[1] and PBF[2] signed on March 3, 1977 between the United States Nuclear Regulatory Commission (USNRC) and Osterreichisches Forschungszentrum Seibersdorf Ges.m.b.H (OFZS) and to their 6-months extension effective as of March 3, 1981.[3]

Appreciating the continuous and significant benefits Austrian nuclear safety personnel has gained by its participation and in the light of the potentional for new initiatives later this year in regard to the use of nuclear power in Austria, the OEFZS would welcome a further extension of the two research participation agreements mentioned above.

It is proposed, that the two agreements be extended for a period of 6 months on the basis of OEFZS technical participation and in-kind-contributions, effective as of September 3, 1981. This includes as the Austrian contribution the further work of Mr. Modro with EG and G, Idaho, the completion of the tasks as defined in attachments 1 and 2 to the letter of OEFZS from March 18, 1981, i.e. the steam-water mixer, the technical support to the LOFT augmented operator capability, the performance of texts in the ZMT-LOOP and the baloon core model development. An updating of these tasks will be provided in the near future, not later than at the beginning of September of this year.

Sincerely

W. Binner, OEFZS

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[1] TIAS 8686; 28 UST 6733.
[2] TIAS 8685; 28 UST 6721.
[3] TIAS 10135; 33 UST.

The Director for Operations, United States Nuclear Regulatory Commission, to the Deputy Managing Director, Oesterreichische Studiengesellschaft Für Atomenergie

US. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

TELEX: 07/5400 SGAE

September 10, 1981

Mr. Walter Binner
Oesterreichische, Studiengesellschaft
F Atomenergie Ges.M.B.H.
Lenaugasse 10, A-1082
Vienna, Austria

We are pleased to refer to your telex of August 21, 1981 regarding the two reactor safety agreements on LOFT and PBF signed on March 3, 1977 between USNR and the OEFZS. We agree to a further extension of six months for these agreements in accordance with the provisions of your telex referred to above.

William J. Dircks

GPO 1985 48-777 (12800)

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been filmed.
Unfortunately, any
scattered missing issues
are no longer available.

READEX
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10525

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10525

ENERGY

Research, Development and Demonstration on Conservation in the Pulp and Paper Industry

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Implementing Agreement
Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Done at Paris February 18, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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MULTILATERAL

Energy: Research, Development and Demonstration on Conservation in the Pulp and Paper Industry

Implementing agreement done at Paris February 18, 1981;
Entered into force February 18, 1981.

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH, DEVELOPMENT AND DEMONSTRATION ON ENERGY CONSERVATION IN THE PULP AND PAPER INDUSTRY

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency ("Agency") countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organizations or parties designated by their respective governments, wish to take part in the establishment and operation of a continued Programme of Research, Development and Demonstration on Energy Conservation in the Pulp and Paper Industry (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency Countries and the governments of Agency Countries which have designated Contracting Parties (referred to collectively as the "Governments") have agreed in Article 41 of the Agreement on an International Energy Program[1] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development;

CONSIDERING that in the Governing Board of the Agency on 15th/16th March, 1977, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation in the pulp and paper industry;

HAVE AGREED as follows:

---

[1] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

Article 1

OBJECTIVES

(a) Scope of Activity. The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation in the pulp and paper industry.

(b) Method of Implementation. The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) Task Co-ordination and Co-operation. The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of energy conservation in the pulp and paper industry.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) Identification. The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) Initiation of Additional Tasks. Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3(e)(2) hereof; the approved draft Annex shall become

part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph (a) above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative Programme of Work and Budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement by agreement of those members or alternate members which were designated by the Participants in the Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which the Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, by 31st January each year, provide the Agency with reports containing technically substantive, non-proprietary information on the progress of the Programme and its results.

Article 4

THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved in its function of Operating Agent by the Executive Committee, acting by unanimity.

(f) Accounting. An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(g) Transfer of Rights. In the event that another Operating Agent is appointed under paragraph (d) or (e) above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) Information and Report. Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) Administration of Tasks. Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) Staff. It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6(f)(6) hereof.

Article 6

FINANCE

(a) Individual Obligations. Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph (g) below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of the Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative Programme of Work and Budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task,

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) Ancillary Services. Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the cost of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) Taxes. The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) Audit. Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) Liability of Operating Agent. The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) Insurance. The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) Indemnification of Contracting Parties. The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

[1] TIAS 8229; 27 UST 252.

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph (b) above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) Accomplishment of Formalities. Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) Applicable Laws. In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) Decisions of Agency Governing Board. Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) Settlement of Disputes. Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph (a) above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(e) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph (a) above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a

Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (g) above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(i) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in

proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9(d) hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 18th day of February, 1981.

For the GOVERNMENT OF BELGIUM:	J.Robinet
For the PULP AND PAPER RESEARCH INSTITUTE OF CANADA (designated by the Government of Canada):	Randolph Gherson
For the JAPAN PAPER ASSOCIATION (designated by the Government of Japan):	Keizo Katagi
For the NIJVERHEIDSORGANISATIE T.N.O. (NETHERLANDS) (designated by the Government of the Netherlands):	J.A. Knobbout
For the NEW ZEALAND ENERGY RESEARCH AND DEVELOPMENT COMMITTEE (designated by the Government of New Zealand):	J.V. Scott
For the NORWEGIAN PULP AND PAPER RESEARCH INSTITUTE (designated by the Government of Norway):	Jens Boyesen
For the CENTRO DE ESTUDIOS DE LA ENERGÍA (designated by the Government of Spain):	Tomás Chavarri
For the NATIONAL SWEDISH BOARD FOR TECHNICAL DEVELOPMENT (STU) (designated by the Government of Sweden):	Hans Colliander

For the BRITISH PAPER AND BOARD INDUSTRY FEDERATION
(designated by the Government of the United Kingdom
of Great Britain and Northern Ireland): Alan G. Marriott

For the DEPARTMENT OF ENERGY
for and on behalf of the Government of
the United States of America: Robert G. Morris

ANNEX I

INCREASING THE THERMAL EFFICIENCY OF THE KRAFT RECOVERY BOILER

1. *Background*

For economic and environmental reasons, burning concentrated spent liquor from kraft production in a recovery boiler in order to produce steam, and sometimes electricity, is a normal practice in kraft pulp mills. At present, however, the dry-solids content of spent liquor burned in recovery boilers is no higher than approximately 65 per cent. There appear to be two factors that limit concentrations to this level: (a) using present methods, considerably larger expenditures of energy would be required to produce concentrations over about 65 per cent; (b) because concentrations of liquor higher than about 65 per cent have not been available, recovery boilers to deal with the potential problems resulting from high viscosity have not been developed.

This limitation of dry-solids content results in a decrease in the energy available for steam generation, since part of the energy produced is used to vaporize the water. Burning higher concentrations of kraft liquor will, therefore, result in an increase of energy available for productive use and, hence, contribute to energy conservation.

2. *Objectives*

The objective of this Task is to increase the thermal efficiency of the overall spent liquor recovery system in demonstration projects.

3. *Means*

The Participants will carry out a task-sharing project by investigating methods of obtaining concentrated waste liquors that have a dry-solids content above about 65 per cent and are suitable for burning in a recovery boiler.

4. *Work Distribution and Responsibilities of Participants*

Subtask 1: Investigating methods of obtaining high-concentration spent liquor

Contribution from Sweden.

(a) *Objective.* The objective of this Subtask is to investigate and prepare an industrial process to produce high-concentration spent kraft liquor for use in recovery boilers.

(b) *Means*. The scope of the work to be accomplished will include several theoretical and experimental investigations. It is set out in the following steps:

STEP 1: Identify technical processes for evaporating kraft black liquor to a solids content higher than 65 per cent;

STEP 2:
- Conduct technical evaluations of processes selected in Step 1;
- Investigate processing problems and evaluate possible technical problems in handling and burning such concentrated liquor;
- Investigate material balance of the evaporation processes and of the complete mill;
- Investigate energy balance of the evaporation processes and of the complete mill;

STEP 3: Conduct economic evaluation of processes selected in Step 1;

STEP 4: Select the one or two most technically and economically feasible evaporation processes; prepare preliminary designs and estimate the cost of building appropriate pilot plants.

(c) *Expected Results*. The result of Subtask 1 will be a comprehensive report of the work carried out under the four Steps above, covering :
- Review of the technical process for evaporating kraft black liquor to a dry-solids content higher than 65 per cent;
- Technical and economic evaluations of all the processes;
- Descriptions of the criteria used to select processes for pilot-plant testing;
- Preliminary description and design of the pilot plant.

(d) *Time Schedule*. The duration of the Subtask shall be 24 months. It may be extended by the Executive Committee, acting by unanimity.

(e) *Funding*. The Swedish Participant will bear all costs it incurs in carrying out this Subtask, including costs of materials, testing, transport, reporting and travel expenses of representatives. The Subtask is expected to cost 600,000 Swedish Kroner at July, 1979 price levels.

(f) *Follow-up*. When the results of the first four Steps have been reported, the Participants will decide whether experiments on a pilot-plant scale will be undertaken as described below. The possibility of jointly funding this second phase will also be considered at this time. Any such activities shall take the form of additional Task Annexes to this Agreement.

STEP 1: Design and construct the pilot plant(s) for the process(es) selected in Step 4 above;

STEP 2: Operate the pilot plant(s) and evaluate the results from a technical and economic standpoint;

STEP 3: Propose a commercial-sized design for the evaluation process(es) that incorporates the results of the pilot-plant evaluation.

The result of the potentially extended Subtask 1 would be a proposed design for a commercial-sized process, with associated technical and economic support.

Subtask 2. Investigating freeze-crystallization techniques for black liquor

Contribution from the United States.

(a) Objective. The objective of this Subtask is to investigate a freezing-concentration process.

(b) Means. The scope of the work to be accomplished is set out in the following Steps:

STEP 1: Select the freeze-concentration process to be applied in an integrated mill. The process will use low-level waste heat as the energy source;

STEP 2: Develop test data to characterize various black liquors;

STEP 3: Design and fabricate a mini-test system. The system envisioned will have a capacity of 500 to 1,000 gallons per day. It will be operated with various types of black liquors to determine operating characteristics, including tall-oil separation, economic of operation and energy savings;

STEP 4: Test the mini-plant system;

STEP 5: Scale-up preliminary design and cost information for a pulp and paper mill application.

(c) Expected Results. The expected result of the Subtask would be a comprehensive report of the first five Steps above covering:

- Selection of an optimum process for freeze-concentrating black liquor;
- Determination of the economics and energy conservation associated with freeze concentration, as compared to the present evaporator technology;
- Calculation of preliminary design and costs involved in applying the freeze-concentration process.

(d) Time Schedule. The duration of this Task shall be 24 months, but it may be extended by the Executive Committee, acting by unanimity.

(e) *Funding*. The project is expected to cost $1 million at July, 1979 price levels. The U.S. Participant will bear all costs it incurs in carrying out this Subtask, including costs of materials, testing, transport, reporting and travel expenses of representatives.

(f) *Follow-up*. When the results of the first five Steps have been reported, the Participants will decide whether a pilot-plant system shall be developed as described below. The possibility of jointly funding this second phase will also be considered at this time. Any such activities shall take the form of additional Task Annexes to this Agreement.

STEP 1: Design, fabricate and install a freeze-concentration system in a mill application;

STEP 2: Operate and test the system under varying mill conditions;

STEP 3: Prepare a technical report on operation results, including operating cost, energy savings, reliability, economic benefit, etc;

STEP 4: Disseminate results to the industry.

The result of the potentially extended Subtask will be a comprehensive report on a freezing-concentration process, also covering the demonstration of potential for tall-oil and volatiles recovery.

5. *Special Responsibilities of the Operating Agent*

The Operating Agent shall be responsible for the overall administrative management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end, the Operating Agent shall:

(a) Prepare and submit for approval to the Executive Committee not later than one month after the adoption of this Annex a detailed Programme of Work and Budget;

(b) Report to the Executive Committee on the results and progress of work under the Annex, at least semi-annually.

6. *Funding*

The cost for the work to be carried out under this Annex will be funded by the Participants as indicated in Paragraph 4. In addition, the Operating Agent will bear all costs it incurs in carrying out its responsibilities under this Annex.

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 24 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extensions shall apply only to Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

The National Swedish Board for Technical Development (STU).

9. *Information and Intellectual Property*

(a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) *Right to Publish.* Subject only to the patents and copyright restrictions of this Annex, the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(c) *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), that is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participants without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) *Production of Relevant Information.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

(e) *Reports on Programme Work.* Reports containing arising information and pre-existing information necessary for and used in each Subtask, including proprietary information, shall be provided to each Participant by the Participants performing the Subtask. It shall be the responsibility of each Participant to identify information which qualifies as proprietary information under this Annex and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under this Annex and results thereof (arising information), excluding proprietary information, to the Executive Committee.

(f) *Licensing of Proprietary Information.* Each Participant agrees to license all pre-existing proprietary information necessary for and used in its work in the Task and which it owns or controls and arising proprietary information to the other Participants, their governments, and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all other countries.

(g) *Arising Inventions.* Inventions made or conceived in the course of or under the Task (arising inventions) shall be owned in all countries by the inventing Participant. Information regarding inventions on which patent protection is to be obtained by the Participant shall not be published or publicly disclosed by the other Participants until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Participant to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(h) *Licensing of Inventions.* Each Participant agrees to license all arising inventions and all pre-existing inventions necessary for and used in the Task to the other Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries.

(i) *Copyright.* The Operating Agent or each Participant for its own Subtask results may take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of that Participant or the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(j) *Inventors and Authors.* Each Participant shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(k) *Determination of "National".* The Participants may establish guidelines to determine what constitutes a "national" of a Participant.

10. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Swedish Board for Technical Development (STU),

The Department of Energy (United States).

ANNEX II

DEVELOPING AN ENERGY ACCOUNTING METHOD FOR THE PULP AND PAPER INDUSTRY

1. *Background*

In order to compare the relative energy efficiency of products and processes, it is necessary to collect and process statistical data on energy consumption and production. Because of different starting points and assumptions in the energy accounting systems of different countries, industries, institutions, and individuals, it is difficult to make meaningful comparisons and draw valuable conclusions about data presented by industry officials and international specialists. In the absence of generally accepted rules, such energy comparisons are often meaningless. This lack of comparability precludes accurate evaluation of existing energy conservation strategies and the development of new ones.

2. *Objectives*

The objectives of this Task are:

- To develop a uniform, internationally-accepted method of measuring and calculating energy usage in the pulp and paper industry at the process, department and mill levels;

- To establish a uniform method of measuring and calculating the energy content of any given paper and paperboard products. This method will define the energy content of the materials, equipment, and transportation used to manufacture and deliver a given product.

3. *Means*

The Participants will undertake a co-ordinated effort involving the approach and Steps described in paragraph 4 below.

4. *Work Distribution and Responsibilities of the Participants*

The work performed under this Annex will be based on that of a Swedish study of energy accounting carried out in 1978. It will consist of the following Steps:

STEP 1: Translate the above-mentioned Swedish study into English and send it to all Participants (This Step will be the responsibility of the Swedish Participant.);

STEP 2: Review the study and make specific suggestions for improving and extending the methodology (All Participants other than the Swedish Participant will be responsible for carrying out this Step.);

STEP 3: Develop a draft methodology that incorporates the comments of Participants (The Swedish Participant will be responsible for executing this Step.);

STEP 4: Test and refine the draft methodology developed under Step 3 in the pulp and paper industries of the Participating Countries;

STEP 5: Prepare and distribute a final report that incorporates the work of Step 4. (The Swedish Participant will be responsible for the final report.)

5. *Special Responsibilities of Operating Agent*

In addition to the responsibilities outlined in paragraph 4 above, the Operating Agent shall be responsible for the overall management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end, the Operating Agent shall:

(a) Prepare and submit for approval to the Executive Committee not later than one month after the adoption of this Annex a detailed Programme of Work and Budget;

(b) Report to the Executive Committee on the results and progress of work, at least semi-annually;

(c) Maintain cost records for the common funds and submit an accounting statement to all Participants at the end of each Step; this statement shall include an estimate of the costs to be incurred in succeeding Steps.

6. *Funding*

(a) The Participants agree to establish a common fund to finance the work under Steps 1, 3 and 5 as specified in paragraph 4 above.

(b) The expenditures covered by the common fund shall be borne in shares as mentioned in sub-paragraph (e) below by the Participants, and shall not exceed 435,000 Swedish Kroner at July, 1979 price levels. The Executive Committee, acting by unanimity, may agree to increase the level of expenditure.

(c) Each Participant shall bear directly all the costs not covered by the common fund which it incurs in carrying out this Task.

(d) The Executive Committee, acting by unanimity, shall adjust Participants' contributions at half-yearly intervals to take account of changing price levels and to ensure that the necessary real resources will continue to be available to conduct the work called for. If significant changes in price levels occur, the Executive Committee, acting by unanimity, shall decide whether to adjust the Programme of Work to the available funds or to increase the Budget.

Table 1

(e) Participants' Contributions to the Common Fund (in SKr thousands)

Belgium	29
Japan	116
Netherlands	29
New Zealand	29
Norway	29
Spain	29
Sweden	29
United Kingdom	58
United States	116
Total	464

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 24 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extension shall apply only to Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

The National Swedish Board for Technical Development (STU).

9. *Information and Intellectual Property*

(a) *Executive Committee Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) *Right to Publish.* Subject only to copyright restrictions, the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(c) *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries, and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), that is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) *Production of Relevant Information by Governments.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

(e) *Production of Available Information by Participants.* Each Participant agrees to provide to the Operating Agent all previously existing information and information developed independently of the Annex, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) *Use of Confidential Information.* If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports, handbooks, or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

(g) *Acquisition of Information for the Task.* Each Participant shall inform the Operating Agent of the existence of information known to the Participant that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting unanimously, decide to acquire such information.

(h) *Reports on Work Performed under the Task.* The Operating Agent shall provide reports of all work performed under the Task and the results

thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, to the Executive Committee.

(i) *Copyright.* The Operating Agent may take appropriate measures necessary to protect copyrightable materials generated under this Task. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(j) *Authors.* Each Participant shall, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation with its authors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

10. *Results*

The result of this Annex shall be a comprehensive report in two parts. The first will contain a general, internationally-accepted, methodology of measuring and calculating energy usage in the pulp and paper industry at the process, department and mill level. The second part of the report will consist of a uniform, internationally-accepted method of measuring and calculating the energy content of particular products; clearly understandable accounting rules for employing the second method will also be included.

11. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The Government of Belgium,

The Japan Paper Association,

Nijverheidsorganisatie T.N.O. (Netherlands),

New Zealand Energy Research and Development Committee,

The Norwegian Pulp and Paper Research Institute,

Centro de Estudios de la Energía (Spain),

The National Swedish Board for Technical Development (STU),

The British Paper and Board Industry Federation,

The Department of Energy (United States of America).

ANNEX III

IMPROVING ENERGY CONSERVATION IN MECHANICAL DEFIBRATION, BEATING AND WATER REMOVAL

1. *Background*

The three most energy-intensive processes in the pulp and paper industry are wood defibration, which occurs during pulp-making; beating; and water removal.

Among the various processes used for wood defibration, mechanical defibration gives the highest yield of pulp, 95 per cent or more, although it has high electricity requirements (1,500-2,500 KWh/ton of pulp).

The largest energy use in stock preparation, the first step in papermaking, occurs during the beating process. Fibres are first mechanically treated in order to meet the requirements of the final product; then the pulp is diluted with water before the fibres are transported to the paper machine. During water removal, the pulp fibres are formed into a paper web by removing the water.

The remaining water in the sheet is then removed by a mechanical pressing step and, finally, by the application of heat in the drying step. This last step is another of the highly energy-intensive processes in papermaking.

2. *Objectives*

The objectives of this Task are:

- To investigate energy-conserving methods, techniques or processes to reduce energy consumption during the mechanical defibration, beating, and water-removal processes of pulp and paper manufacture;
- To exchange information on these methods, techniques and processes.

3. *Means*

The Participants in this Task will undertake projects related to the areas described in paragraph 1 on a task-sharing basis and provide the results of their efforts to each other. The Subtasks are described under paragraph 4 below.

4. *Work Distribution and Responsibilities of Participants*

Subtask 1: Investigating the feasibility of microbiological pretreatment of pulpwood to soften it before mechanical treatment.

Contribution by Sweden.

(a) *Objective.* The objective of this Subtask is to assess the feasibility and energy savings of producing mechanical-grade pulp by means of biological pretreatment.

(b) *Means.* The scope of the work to be accomplished at the laboratory and pilot-plant level is set out in the following Steps:

STEP 1: Select the mutants to be tested, and develop hyper-productivity of lignin-degrading enzymes;

STEP 2: Select the types of wood to be tested;

STEP 3: Conduct laboratory studies of the impact of mutants on the types of wood selected in terms of:
- Morphological changes in the wood structure;
- Changes in the energy consumption of subsequent pulping and refining processes;
- Quality of the resulting pulp; and
- Environmental aspects of the process.

STEP 4: Prepare recommendations about the next Steps required (e.g., possible pilot plant) and distribute them to the Participants, along with a report on laboratory studies.

(c) *Funding.* The Swedish Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately 1,000,000 Swedish Kroner at July, 1979 price levels.

Subtask 2: Optimizing the wet-pressing process

Contribution by the United States.

(a) *Objective.* The objective of this project is to increase the efficiency of the wet-pressing process through computer simulation.

(b) *Means.* The scope of the work to be accomplished through laboratory tests and the development of a computer model that will later be used at the mill level is set out in the following six Steps:

STEP 1: Perform laboratory tests to determine the effect of the compression rate on the compressibility and permeability of pulps. A specially designed compression tester will be developed for these tests;

STEP 2: Formulate a wet-pressing model based on the experimental information developed in Step 1;

STEP 3: Develop a general optimization model based on Step 2;

STEP 4: Run pilot-plant tests to extend the wet-pressing model developed in Step 2 to the situation in which the operation occurs between felts in a roll-type pressing operation;

STEP 5: Perform mill tests to test the model under actual mill conditions;

STEP 6: Refine the optimization model developed in Step 3 to incorporate the pilot- and mill-test data and demonstrate the applicability of the optimization model to specific mill situations.

(c) *Funding.* The United States Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately $1 million at July, 1979 price levels.

Subtask 3: Reducing energy consumption during the refining of hardwoods

Contribution by Norway.

(a) *Means.* The scope of the work to be accomplished is set out in the following three Steps:

STEP 1: Investigate the effects of the following methods of pretreating wood before refining:

(a) Pressure impregnation versus soaking;
(b) Sulphite and alkali impregnation;
(c) Power input during the impregnation stage (shredding).

This Step will be carried out with selected softwood and hardwood species;

STEP 2: Analyze the effects of the following refining variables:

(a) Consistency;
(b) Temperature;
(c) Power consumption;
(d) Use of alkali, sulphite and bleaching chemicals;
(e) Amount of chemicals used.

The programme will be run with selected hardwood and softwood species in order to establish a relationship between refiner results and different wood parameters;

STEP 3: Determine the effects of different post-treatments. Of particular concern will be the effect of ozone and peroxide at this stage and the combination of two-stage refining with an intermediate chemical treatment. The goal is to determine the best combination of chemical and mechanical fibre treatment that takes account of the restrictions imposed by paper properties and consumes the least energy.

(b) *Scale of Operation.* Most of the work will be done in a pilot-plant 36" double-disk refiner at high or normal temperatures. The impregnation may be done in open vessels or under pressure, and the combination of impregnation and mechanical treatment can also be done in an Impressafiner, where the power input may be 150 KWh/ton.

Certain pulp properties will be evaluated in a wet state, and dry properties will be evaluated by making handsheets. The post-treatment may be done in a pilot ozone reactor, if available, or in the pilot-plant refiner, where bleaching chemicals may be added.

The most promising samples will be run on a pilot-plant paper machine to permit a complete evaluation of printing characteristics.

(c) *Funding.* The Norwegian Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately $300,000 at July, 1979 price levels.

Subtask 4: Improving water removal at paper machine press sections

Contribution by Canada.

(a) *Objective.* To determine, select and demonstrate opportunities to reduce the amount of energy required to remove water during paper manufacture.

(b) *Means.*

STEP 1: Review of information.

Review the available information on the performance of the press sections of Canadian paper machines when making various grades of paper.

Mill visits.

Visit approximately 20 mills to make measurements and to perform experiments on the paper machine press sections. Paper machines with either good or poor press performance will be studied first in order to identify the most important reasons for good or poor press operation.
Information will be obtained during these visits on press components, geometry and operating conditions so as to include all important pressing variables. Data will include machine speed, press geometry, roll types, roll crowns, operating press loads, maximum possible press loads, felt types, furnish properties, operating temperatures, vacuum levels, etc.

Assessment of data.

Assess the data to identify the most promising opportunities and to define additional information required, either in pilot machine tests or by supplementary commercial machine measurements;

STEP 2: Pilot machine and laboratory tests:

Perform experiments to reproduce the existing behaviour of specific commercial machines and to demonstrate the effect of proposed modifications on water removal, paper quality and expected energy savings;

STEP 3: Technology transfer.

Identify suitable opportunities and, on selected commercial paper machines, demonstrate the application of recommended technological improvements.

(c) *Funding*. The Canadian Participant will bear all costs it incurs in carrying out this Subtask. The estimated cost is approximately 233,000 Canadian dollars at July, 1979 price levels.

5. *Special Responsibilities of Operating Agent*

The Operating Agent shall be responsible for the overall administrative management of the work under this Annex and for implementing the decisions of the Executive Committee. To that end the Operating Agent shall:

- Prepare and submit for approval to the Executive Committee not later than one month from adoption of the Annex a detailed Programme of Work;
- Report to the Executive Committee, at least semi-annually, on the results and the progress of the work performed.

6. *Funding*

The cost for the work to be carried out under this Annex will be funded by the Participants as indicated in paragraph 4 above.

7. *Time Schedule*

This Annex shall enter into force on the date of signature of this Agreement and remain in force for an initial period of 36 months from that date. It may be extended by agreement of the Participants in the Executive Committee. Extensions shall apply only to those Participants who agree to the extension or notify the IEA Secretariat of their decision to continue to participate.

8. *Operating Agent*

United States Department of Energy.

9. *Information and Intellectual Property*

(a) *Executive Committee's Powers*. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Annex shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) *Right to Publish.* Subject only to the patents and copyright restrictions of this Annex to the Participants in this Annex (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from this Annex except proprietary information, but they shall not publish it with a view to profit, except as agreed by the Executive Committee, acting by unanimity.

(c) *Proprietary Information.* The Participants shall take all necessary measures in accordance with this Annex, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) *Production of Relevant Information.* The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task. The Participants should notify the Operating Agent of all pre-existing information, and information developed independently of the Task known to them which is relevant to the Task and which can be made available to the Task without contractual or legal limitations.

(e) *Reports on Programme Work.* Reports containing arising information and pre-existing information necessary for and used in each Subtask, including proprietary information, shall be provided to each Participant by the Participant performing the Subtask. It shall be the responsibility of each Participant to identify information which qualifies as proprietary information under this Annex and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under this Annex and results thereof (arising information), excluding proprietary information, to the Executive Committee.

(f) *Licensing of Proprietary Information.* Each Participant agrees to license all pre-existing proprietary information necessary for and used in its work in the Task and which it owns or controls and arising proprietary information

to the other Participants, their governments, and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all other countries.

(g) *Arising Inventions.* Inventions made or conceived in the course of or under the Task (arising inventions) shall be owned in all countries by the inventing Participant. Information regarding inventions on which patent protection is to be obtained by the Participant shall not be published or publicly disclosed by the other Participants until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Participant to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(h) *Licensing of Inventions.* Each Participant agrees to license all arising inventions and all pre-existing inventions necessary for and used in the Task to the other Participants, their governments and the nationals of their respective countries designated by them on reasonable terms and conditions for use in all countries.

(i) *Copyright.* The Operating Agent or each Participant for its own Subtask results may take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of that Participant or the Operating Agent for the benefit of the Participants, provided, however, that Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(j) *Inventors and Authors.* Each Participant shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(k) *Determination of "National".* The Participants may establish guidelines to determine what constitutes a "national" of a Participant.

10. *Results*

Participants responsible for the contributions as specified in paragraph 4 above shall prepare and circulate to all Participants comprehensive reports for each of the projects. They shall outline the results in terms of energy conservation for each process surveyed.

11. *Participants*

The Contracting Parties which are Participants in this Task are the following:

The Pulp and Paper Research Institute of Canada,

The Norwegian Pulp and Paper Research Institute,

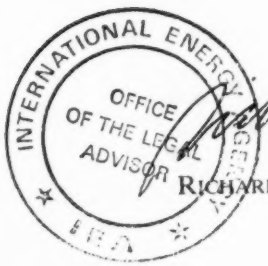
The National Swedish Board for Technical Development (STU),

The Department of Energy (United States of America).

The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 26th March, 1982

THE LEGAL ADVISOR:



RICHARD F. SCOTT

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10529

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10529

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MILITARY MISSIONS

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

Extending the Agreement of
January 11, 1951, as Amended
and Extended

Effected by Exchange of Notes
Signed at Monrovia December 12, 1980
and January 15, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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LIBERIA

Military Missions

Agreement extending the agreement of January 11, 1951, as amended and extended.
Effected by exchange of notes
Signed at Monrovia December 12, 1980 and January 15, 1981;
Entered into force January 15, 1981;
Effective January 11, 1981.

The American Ambassador to the Liberian Minister of Foreign Affairs

Monrovia, December 12, 1980

Excellency:

I have the honor to refer to the Agreement for the assignment of a U.S. Military Mission to Liberia, signed at Washington on January 11, 1951.[1] This agreement has been extended from time to time, most recently by the exchange of notes signed at Monrovia on May 2, 1975, February 2, 4 and 16, 1977, and March 10 and 17, 1977.[2] I have the further honor to propose that the agreement be extended for an additional three year period effective from January 11, 1981. If the foregoing is acceptable to Your Excellency's Government, I propose that this note, together with Your Excellency's reply to that effect, shall constitute an extension of the agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

Robert P. Smith

His Excellency

G. Baccus Matthews,

Minister of Foreign Affairs,

Republic of Liberia.

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[1] TIAS 2171, 4660, 5591; 2 UST 1; 11 UST 2655; 15 UST 708.
[2] TIAS 8846; 29 UST 668.

The Liberian Minister of Foreign Affairs to the American Ambassador

MONROVIA, LIBERIA

569/2-5 January 15, 1981

Mr. Ambassador:

I have the honour to acknowledge receipt of your letter dated December 12, 1980, in connection with the Agreement between the Government of the Republic of Liberia and the Government of the United States of America for the assignment of the United States Military Mission to Liberia signed at Washington on the 11th of January 1951, and last extended by an exchange of notes signed at Monrovia on May 2, 1975, February 2, 4, and 16, 1977, and March 10 and 17, 1977, respectively.

In response, I wish to inform you that the Government of Liberia, having reviewed the basic Agreement of 1951, together with all its subsequent amendments, including the amendments of 1977, when the Agreements were last renewed, is pleased to advise of its acceptance of the United States Government proposal for the renewal of the said Agreement as last extended for an additional three (3) year period, commencing as of January 11, 1981, up to and including January 10, 1984. It is also understood that upon receipt of this note your note and mine will constitute the renewal of the aforementioned Agreement.

Please accept, Mr. Ambassador, the assurances of my highest consideration and esteem.

Sincerely yours,

G. Baccus Matthews
MINISTER OF FOREIGN AFFAIRS

His Excellency Robert P. Smith
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Monrovia, LIBERIA

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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10536

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DEFENSE

International Military Education and Training (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and JAMAICA

Effected by Exchange of Notes
Dated at Kingston November 13, 1980
and February 17, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

JAMAICA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Kingston November 13, 1980 and February 17, 1981;
Entered into force February 17, 1981.

The American Embassy to the Jamaican Ministry of Foreign Affairs

No. 323

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Jamaica and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

-- That the recipient government will not, without the consent of the United States government--

  -- Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

  -- Transfer or permit any officer, employee, or agent of the recipient government to transfer such a training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

-- Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government.

-- That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government;

-- That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the use of such training (including training materials; and

-- That the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of Jamaica may include training related to defense articles with respect to which the agreement of the Government of Jamaica to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Jamaica, shall constitute an agreement between the two governments on this subject, to be

effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Government of Jamaica the assurance of its high consideration.

Embassy of the United States of America,

Kingston, Jamaica,

November 13, 1980.

The Jamaican Ministry of Foreign Affairs to the American Embassy

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to its note No. 323 dated 13th November, 1980, concerning the provision of training related to defence articles under the United States International Military Education and Training (IMET) Programme.

The Government of Jamaica has a keen interest in this programme and is anxious to utilise the much needed assistance offered to the Jamaica Defence Force (JDF) by the United States Government.

The Government of Jamaica accepts the conditions attached to the IMET Programme. Accordingly, the Government of Jamaica agrees that this note and the Embassy's note No. 323, shall constitute an agreement between the two Governments on this subject, to be effective from the date of this Ministry's note in reply.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
Kingston, Jamaica
17th February, 1981

TIAS 10536
GPO 1985 48-784 (12800)

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Unfortunately, any scattered missing issues are no longer available.

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10550

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10550

OCEANOGRAPHY

Deep Sea Drilling Project

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Agreements Between the
UNITED STATES OF AMERICA
AND THE FEDERAL REPUBLIC OF GERMANY

Amending and Extending the
Memorandum of Understanding of
July 18, 1974, as Amended and
Extended

Signed at Washington and Bonn-Bad Godesberg
April 9 and August 22, 1979

And signed at Bonn-Bad Godesberg
November 16, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

FEDERAL REPUBLIC OF GERMANY

Oceanography: Deep Sea Drilling Project

Agreements amending and extending the memorandum of understanding of July 18, 1974, as amended and extended.
Signed at Washington and Bonn-Bad Godesberg April 9 and August 22, 1979;
Entered into force August 22, 1979.
And signed at Bonn-Bad Godesberg November 16, 1981;
Entered into force November 16, 1981.

Amendment to

MEMORANDUM OF UNDERSTANDING[1]

between the

U.S. National Science Foundation
in Washington, D.C.

and the

Deutsche Forschungsgemeinschaft
in Bonn-Bad Godesberg

on the participation of the Federal Republic of Germany in the International Phase of Ocean Drilling of the Deep Sea Drilling Project

Drilling operations during IPOD have been further extended through September 1981, an additional twenty-four months from that planned when the previous Amendment to the Memorandum of Understanding was signed.[2] IPOD is now scheduled to end on September 30, 1982. The Federal Republic of Germany through the Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG) wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is further revised by changing the date "September 30, 1980" to "September 30, 1982."

2. Section 1 is revised to read as follows:

"1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial contribution of U.S. $1,000,000 for the years 1976, 1977, and 1978; and U.S. $1,050,000 for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1981, through September 30, 1982. In addition, the DFG will make a financial contribution of U.S. $1,187,500 for the year 1980 to cover drilling operations and other project costs from October 1, 1979, through September 30, 1980, and U.S. $1,250,000 for the year 1981 to cover drilling operations and other project costs from October 1, 1980, through September 30, 1981. The DFG will make these contributions in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to

[1] TIAS 9233; 30 UST 994.
[2] TIAS 9233; 30 UST 1003.

support the total program costs, estimated at U.S. $17,000,000 per year through September 1979, U.S. $19,500,000 per year for the years beginning October 1, 1979 and 1980, and U.S. $5,000,000 for October 1, 1981 through September 30, 1982. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German[1] languages, both texts being equally authentic.

For the Deutsche Forschungsgemeinschaft

by
Professor H. Maier-Leibnitz
President

Dr. C. H. Schiel
Secretary General

22. August 1979
Date

For the U.S. National Science Foundation

by
John B. Slaughter
Assistant Director
Astronomical, Atmospheric, Earth, and Ocean Sciences

9 April 1979
Date

[1] No German language version was executed.

Amendment to

MEMORANDUM OF UNDERSTANDING

between the U.S. National Science Foundation
in Washington, D.C.

and the

Deutsche Forschungsgemeinschaft
in Bonn-Bad Godesberg

on the participation of the Federal Republic of Germany
in the International Phase of Ocean Drilling (IPOD)
of the Deep Sea Drilling Project (DSDP)

The National Science Foundation (NSF) and other international participants in IPOD all agree that it would be desirable to extend scientific drilling operations for an additional 24 months from that planned when the previous Amendment to the Memorandum of Understanding was signed in 1979. The proposed budget of the NSF now before the Congress of the United States contains funds for an additional year of scientific drilling. NSF will use its best efforts to have funds for a second additional year of IPOD drilling included in its next budget to the Congress. Accordingly, subject to the approval of higher budgetary authorities within the Government of the United States, subject to the availability of sufficient appropriations by the Congress of the United States, and subject to sufficient contributions from international participants, IPOD is now scheduled to end on September 30, 1984. The Federal Republic of Germany through the Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG) wishes to continue to participate in the project during its extension and the National Science Foundation (NSF) desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is further revised by changing "September 30, 1982" to "September 30, 1984."

2. Section 1 is revised to read as follows:

"1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial contribution of U.S. $1,000,000 for the years 1976, 1977, and 1978; and U.S. $1,050,000 for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1983, through September 30, 1984. In addition, the DFG will make a financial contribution of U.S. $1,187,500 for the year 1980 to cover drilling operations and other project costs from October 1, 1979, through September 30, 1980; U.S. $1,250,000 for the year 1981 to cover drilling operations and other project costs from October 1, 1980, through September 30, 1981; U.S. $2,000,000 for the year 1982 to cover drilling operations and other project costs from October 1, 1981, through September 30, 1982; and U.S. $2,000,000 for the year 1983 to cover drilling operations and other project costs from October 1, 1982, through September 30, 1983. The DFG will make these contributions in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to support the total program costs, estimated at U.S. $17,000,000 per year through September 1979; U.S. $19,700,000 per year for the year beginning October 1, 1979; at U.S. $20,800,000 for

the year beginning October 1, 1980; and at U.S. $23,800,000 per year for the years beginning October 1, 1981 and 1982; and U.S. $5,000,000 for October 1, 1983 through September 30, 1984. Should the DSDP drilling operations be terminated prior to December 31, 1979, a refund of U.S. $83,333 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated between January 1, 1980, and September 30, 1981, a refund of U.S. $104,167 will be made for each month of terminated drilling for which contributions have been made. Should the DSDP drilling operations be terminated after September 30, 1981, a refund of U.S. $166,667 will be made for each month of terminated drilling for which contributions have been made."

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German languages, both texts being equally authentic.

For the Deutsche Forschungsgemeinschaft

by _____
Eugen Seibold
President

_____
C.H. Schiel
Secretary General

16-11-1981
Date

For the U.S. National Science Foundation

by _____
Donald N. Langenberg
Deputy Director

16/11/81
Date

Änderung des
ÜBEREINKOMMENS

zwischen der

U.S. National Science Foundation

in Washington, D.C.

und der

Deutschen Forschungsgemeinschaft

in Bonn-Bad Godesberg

über die Teilnahme der Bundesrepublik Deutschland an der Internationalen Ozeanbohrungsphase (International Phase of Ocean Drilling) (IPOD) des Tiefseebohrvorhabens (Deep Sea Drilling Project) (DSDP).

Die National Science Foundation (NSF) und andere internationale Teilnehmer der IPOD stimmen insgesamt überein, daß es wünschenswert wäre, die wissenschaftlichen Bohrungen um weitere 24 Monate gegenüber der Zeit fortzusetzen, die bei der Unterzeichnung der früheren Änderung des Übereinkommens im Jahr 1979 vorgesehen war. Der jetzt dem Kongreß der Vereinigten Staaten vorliegende Haushaltsentwurf der NSF weist Mittel für ein weiteres Jahr wissenschaftlicher Bohrungen aus. Die NSF wird sich nach Kräften bemühen, in ihren nächsten dem Kongreß vorzulegenden Haushaltsplan Mittel für ein zweites zusätzliches Jahr von IPOD-Bohrungen aufnehmen zu lassen. Vorbehaltlich der Genehmigung durch die höheren Haushaltsbehörden innerhalb der Regierung der Vereinigten Staaten, vorbehaltlich des Vorhandenseins ausreichender durch den Kongreß der Vereinigten Staaten bewilligter Mittel und vorbehaltlich ausreichender Beiträge von seiten internationaler Teilnehmer ist demnach nunmehr beabsichtigt, IPOD am 30. September 1984 zu beenden. Die Bundesrepublik Deutschland, vertreten durch die Deutsche Forschungsgemeinschaft in Bonn-Bad Godesberg (DFG), beabsichtigt,

an dem Vorhaben während seiner Verlängerung weiter teilzunehmen, und die National Science Foundation (NSF) wünscht die weitere Teilnahme der DFG. Demgemäß vereinbaren die NSF und die DFG, das Übereinkommen wie folgt zu ändern:

1. Unter Nummer 12 wird "30. September 1982" erneut geändert in "30. September 1984".

2. Nummer 1 erhält folgenden neuen Wortlaut:

   1. "Die DFG wird die Internationale Ozeanbohrungsphase (IPOD) des Tiefseebohrvorhabens (DSDP) mit einem finanziellen Beitrag von US-Dollar 1 000 000 für die Jahre 1976, 1977 und 1978 und von US-Dollar 1 050 000 für das Jahr 1979 unterstützen. Der zweite Betrag bezieht sich auf Bohrungen und sonstige Projektkosten vom 1. Januar 1979 bis Ende September 1979 sowie auf verringerte Projektkosten vom 1. Oktober 1983 bis 30. September 1984. Des weiteren wird die DFG einen finanziellen Beitrag von US-Dollar 1 187 500 für das Jahr 1980 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1979 bis 30. September 1980, von US-Dollar 1 250 000 für das Jahr 1981 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1980 bis 30. September 1981, von US-Dollar 2 000 000 für das Jahr 1982 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1981 bis 30. September 1982 sowie von US-Dollar 2 000 000 für das Jahr 1983 für Bohrungen und sonstige Projektkosten in der Zeit vom 1. Oktober 1982 bis 30. September 1983 leisten. Die DFG wird diese Beiträge an die U.S. National Science Foundation jährlich, beginnend mit dem 1. Januar 1976, nach gegenseitiger Absprache in bar oder in Sachleistungen erbringen. Die finanziellen Beiträge aller Teilnehmer des DSDP werden zusammengelegt, um die Gesamtkosten des Programms zu unterstützen, die wie folgt veranschlagt werden:

US-Dollar 17 000 000 pro Jahr bis September 1979, US-Dollar 19 700 000 pro Jahr für das Jahr ab 1. Oktober 1979, US-Dollar 20 800 000 für das Jahr ab 1. Oktober 1980, US-Dollar 23 800 000 pro Jahr für die Jahre ab 1. Oktober 1981 und 1982 sowie US-Dollar 5 000 000 für die Zeit vom 1. Oktober 1983 bis 30. September 1984.

Sollten die DSDP-Bohrungen vor dem 31. Dezember 1979 beendet werden, so wird ein Betrag von US-Dollar 83 333 für jeden Monat nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet. Sollten die DSDP-Bohrungen zwischen dem 1. Januar 1980 und dem 30. September 1981 beendet werden, so wird ein Betrag von US-Dollar 104 167 für jeden Monat nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet. Sollten die DSDP-Bohrungen nach dem 30.September 1981 beendet werden, so wird ein Betrag von US-Dollar 166 667 für jeden Monat, nach Beendigung der Bohrung, für den Beiträge entrichtet worden sind, zurückerstattet."

Diese Änderung wird mit Unterzeichnung durch beide Vertragsparteien der Änderung wirksam; die Änderung wurde in zwei Urschriften, jede in deutscher und englischer Sprache, ausgearbeitet, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Deutsche
Forschungsgemeinschaft

Eugen Seibold
Präsident

C. H. Schiel
Generalsekretär
Datum 16-11-81

Für die U.S. National
Science Foundation

D. Donald N. Langenberg
Deputy Director

Datum 16/11/81

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Agreement Between the
UNITED STATES OF AMERICA
and ISRAEL and EGYPT

Effected by Exchanges of Letters
Signed at Washington August 3, 1981

GOD S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MULTILATERAL

Peacekeeping: Multinational Force and Observers—United States Role

Agreement effected by exchanges of letters
Signed at Washington August 3, 1981;
Entered into force August 3, 1981.

The Secretary of State to the Egyptian Deputy Prime Minister and Minister of Foreign Affairs

THE SECRETARY OF STATE

WASHINGTON

August 3, 1981

Dear Mr. Minister:

I wish to confirm the understandings concerning the United States' role reached in your negotiations on the establishment and maintenance of the Multinational Force and Observers:

1. The post of the Director-General will be held by U.S. nationals suggested by the United States.

2. Egypt and Israel will accept proposals made by the United States concerning the appointment of the Director-General, the appointment of the Commander, and the financial issues related to paragraphs 24-26 of the Annex to the Protocol,[1] if no agreement is reached on any of these issues between the Parties. The United States will participate in deliberations concerning financial matters. In the event of differences of view between the parties over the composition of the MFO, the two sides will invite the U.S. to join them in resolving any issues.

3. Subject to Congressional authorization and appropriations:

A. The United States will contribute an infantry battalion and a logistics support unit from its armed forces and will provide a group of civilian observers to the MFO.

B. The United States will contribute one-third of the annual operating expenses of the MFO. The United States will be reimbursed by the MFO for the costs incurred in the change of station of U.S. Armed Forces provided to the MFO and for the costs incurred in providing civilian observers to the MFO. For the initial period

The Honorable
Kamal Hasan 'Ali,
Deputy Prime Minister; Minister of
Foreign Affairs,
The Arab Republic of Egypt.

---

[1] TIAS 10557; 34 UST.

(July 1, 1981 - September 30, 1982) during which there will be exceptional costs connected with the establishment of the MFO, the United States agrees to provide three-fifths of the costs, subject to the same understanding concerning reimbursement.

C. The United States will use its best efforts to find acceptable replacements for contingents that withdraw from the MFO.

D. The United States remains prepared to take those steps necessary to ensure the maintenance of an acceptable MFO.

I wish to inform you that I sent today to the Minister of Foreign Affairs of Israel an identical letter, and I propose that my letters and the replies thereto constitute an agreement among the three States.

Sincerely,

Alexander M. Haig, Jr.

The Egyptian Ambassador to the Secretary of State

EMBASSY OF THE
ARAB REPUBLIC OF
EGYPT
2310 DECATUR PLACE, N.W.
WASHINGTON, D.C. 20008

August 3, 1981

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D. C. 20520

Dear Mr. Secretary:

I am instructed on behalf of Foreign Minister Ali to transmit the following letter:

Sincerely,

Ashraf A. Ghorbal
Ambassador

Dear Mr. Secretary:

Egypt agrees to the contents of your letter dated August 3, 1981, and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,

Kamal Hassan Ali

Kamal Hassan Ali
Deputy Prime Minister
Minister of Foreign Affairs

The Secretary of State to the Israeli Foreign Minister

THE SECRETARY OF STATE
WASHINGTON

August 3, 1981

Dear Mr. Minister:

I wish to confirm the understandings concerning the United States' role reached in your negotiations on the establishment and maintenance of the Multinational Force and Observers:

1. The post of the Director-General will be held by U.S. nationals suggested by the United States.

2. Egypt and Israel will accept proposals made by the United States concerning the appointment of the Director-General, the appointment of the Commander, and the financial issues related to paragraphs 24-26 of the Annex to the Protocol, if no agreement is reached on any of these issues between the Parties. The United States will participate in deliberations concerning financial matters. In the event of differences of view between the parties over the composition of the MFO, the two sides will invite the U.S. to join them in resolving any issues.

3. Subject to Congressional authorization and appropriations:

A. The United States will contribute an infantry battalion and a logistics support unit from its armed forces and will provide a group of civilian observers to the MFO.

B. The United States will contribute one-third of the annual operating expenses of the MFO. The United States will be reimbursed by the MFO for the costs incurred in the change of station of U.S. Armed Forces provided to the MFO and for the costs incurred in providing civilian observers to the MFO. For the initial period

The Honorable
Yitzhak Shamir,
Foreign Minister,
Israel.

(July 1, 1981 - September 30, 1982) during which there will be exceptional costs connected with the establishment of the MFO, the United States agrees to provide three-fifths of the costs, subject to the same understanding concerning reimbursement.

C. The United States will use its best efforts to find acceptable replacements for contingents that withdraw from the MFO.

D. The United States remains prepared to take those steps necessary to ensure the maintenance of an acceptable MFO.

I wish to inform you that I sent today to the Minister of Foreign Affairs of Egypt an identical letter, and I propose that my letters and the replies thereto constitute an agreement among the three States.

Sincerely,

Alexander M. Haig, Jr.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

AO/397

3 August 1981

Dear Mr. Secretary,

I have been asked by Foreign Minister Shamir to transmit to you the following message:

"Dear Mr. Secretary:

Israel agrees to the contents of your letter dated August 3, 1981 and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,

(sgd.)
Yitzhak Shamir

Foreign Minister"

Sincerely,

Ephraim Evron
Ambassador

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10564

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10564

NORTH ATLANTIC TREATY

Accession of Spain

Protocol Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Done at Brussels December 10, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

MULTILATERAL

North Atlantic Treaty: Accession of Spain

Protocol done at Brussels December 10, 1981;
Transmitted by the President of the United States of America to the Senate January 26, 1982 (Treaty Doc. No. 97-22, 97th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations March 9, 1982 (S. Ex. Rept. No. 97-51, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate March 16, 1982;
Ratified by the President April 1, 1982;
Ratification of the United States of America deposited April 1, 1982;
Proclaimed by the President April 18, 1983;
Entered into force May 29, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol to the North Atlantic Treaty on the Accession of Spain, signed on behalf of the United States at Brussels on December 10, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of March 16, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America on April 1, 1982, ratified the Protocol in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification on April 1, 1982;

Pursuant to the provisions of the Protocol, the Protocol entered into force for the United States of America on May 29, 1982;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol to the end that it be observed and fulfilled with good faith on and after May 29, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of April in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:

KENNETH W. DAM
Acting Secretary of State

PROTOCOL TO THE NORTH ATLANTIC TREATY ON THE ACCESSION OF SPAIN

PROTOCOLE AU TRAITE DE L'ATLANTIQUE NORD SUR L'ACCESSION DE L'ESPAGNE

PROTOCOL TO THE NORTH ATLANTIC TREATY ON THE ACCESSION OF SPAIN

The Parties to the North Atlantic Treaty, signed at Washington on April 4, 1949,[1]

Being satisfied that the security of the North Atlantic area will be enhanced by the accession of the Kingdom of Spain to that Treaty,

Agree as follows :

ARTICLE I.

Upon the entry into force of this Protocol, the Secretary General of the North Atlantic Treaty Organization shall, on behalf of all the Parties, communicate to the Government of the Kingdom of Spain an invitation to accede to the North Atlantic Treaty. In accordance with article 10 of the Treaty, the Kingdom of Spain shall become a Party on the date when it deposits its instrument of accession with the Government of the United States of America.[2]

ARTICLE II.

The present Protocol shall enter into force when each of the Parties to the North Atlantic Treaty has notified the Government of the United States of America of its acceptance thereof.[3] The Government of the United States of America shall inform all the Parties to the North Atlantic Treaty of the date of receipt of each such notification and of the date of the entry into force of the present Protocol.

ARTICLE III.

The present Protocol, of which the English and French texts are equally authentic, shall be deposited in the Archives of the Government of the United States of America. Duly certified copies thereof shall be transmitted by that Government to the Governments of all the Parties to the North Atlantic Treaty.

---

[1] TIAS 1964, 2390, 3428; 63 Stat. 2241; 3 UST 43; 6 UST 5707.

[2] May 30, 1982.

[3] The Government of the United States of America received notifications of acceptance on Jan. 8, 1982 from Canada; on Feb. 25, 1982 from Norway; on Feb. 26, 1982 from Iceland; on Mar. 1, 1982 from the United Kingdom of Great Britain and Northern Ireland; on Mar. 18, 1982 from Belgium; on Apr. 1, 1982 from the United States of America; on Apr. 6, 1982 from the Grand Duchy of Luxembourg; on Apr. 8, 1982 from the Federal Republic of Germany; on Apr. 20, 1982 from Denmark; on May 13, 1982 from France, from the Netherlands, and from Turkey; on May 18, 1982 from Italy; on May 28, 1982 from Portugal; and on May 29, 1982 from Greece (with declaration).

PROTOCOLE AU TRAITE DE L'ATLANTIQUE NORD SUR L'ACCESSION DE L'ESPAGNE

Les Parties au Traité de l'Atlantique Nord, signé le 4 avril 1949 à Washington,

Assurées que l'accession du Royaume de l'Espagne au Traité de l'Atlantique Nord permettra d'augmenter la sécurité de la région de l'Atlantique Nord,

Conviennent ce qui suit :

ARTICLE I.

Dès l'entrée en vigueur de ce Protocole, le Secrétaire Général de l'Organisation du Traité de l'Atlantique Nord enverra, au nom de toutes les Parties, au Gouvernement du Royaume de l'Espagne une invitation à adhérer au Traité de l'Atlantique Nord. Conformément à l'Article 10 du Traité, le Royaume de l'Espagne deviendra Partie à ce Traité à la date du dépôt de son instrument d'accession auprès du Gouvernement des Etats-Unis d'Amérique.

ARTICLE II.

Le présent Protocole entrera en vigueur lorsque toutes les Parties au Traité de l'Atlantique Nord auront notifié leur approbation au Gouvernement des Etats-Unis d'Amérique. Le Gouvernement des Etats-Unis d'Amérique informera toutes les Parties au Traité de l'Atlantique Nord de la date de réception de chacune de ces notifications et de la date d'entrée en vigueur du présent Protocole.

ARTICLE III.

Le présent Protocole, dont les textes en français et anglais font également foi, sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique. Des copies certifiées conformes seront transmises par celui-ci aux Gouvernements de toutes les autres Parties au Traité de l'Atlantique Nord.

In witness whereof, the undersigned plenipotentiaries have signed the present Protocol.

En foi de quoi, les plenipotentiaires désignés ci-dessous ont signé le présent Protocole.

Opened for signature at Brussels the 10th day of December 1981.

Ouvert à la signature à Bruxelles le 10 décembre 1981.

For the Kingdom of Belgium :
Pour le Royaume de Belgique :

For Canada :
Pour le Canada :

For the Kingdom of Denmark :
Pour le Royaume de Danemark :

For France :
Pour la France :

For the Federal Republic of Germany :
Pour la République fédérale d'Allemagne :

For Greece :
Pour la Grèce :

For Iceland :
Pour l'Islande :

For Italy :
Pour l'Italie :

For the Grand Duchy of Luxembourg :
Pour le Grand Duché de Luxembourg :

For the Kingdom of the Netherlands :
Pour le Royaume des Pays-Bas :

For the Kingdom of Norway :
Pour le Royaume de Norvège :

For Portugal :
Pour le Portugal :

For the Republic of Turkey :
Pour la République de la Turquie :

For the United Kingdom of Great Britain and Northern Ireland :
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

For the United States of America :
Pour les Etats-Unis d'Amérique :

GPO 1985 49-146 (12800)

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10587

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10587

DEPOSITORY 326

REMOTE SENSING

Landsat System

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and ARGENTINA

Signed at Buenos Aires April 6, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

ARGENTINA

Remote Sensing: Landsat System

Memorandum of understanding signed at Buenos Aires April 6, 1981;
Entered into force April 6, 1981.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMISION NACIONAL DE INVESTIGACIONES
ESPACIALES, ARGENTINA (CNIE)
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA)

The United States National Aeronautics and Space Administration (NASA), which conducts an experimental Landsat program and, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and the Comision Nacional de Investigaciones Espaciales (CNIE) which operates a station to receive, process, archive and disseminate Landsat data, have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions and in renewal of a similar Memorandum of Understanding concluded October 7, 1976, provides for (a) direct reception of data from NASA's currently operating and potential future experimental Landsat satellites by the CNIE ground station and (b) availability to NASA and others of Landsat data acquired by this CNIE station.

1. For its part, CNIE will :

   (a) set up and operate a ground station at Mar Chiquita for the reception and facilities at Buenos Aires for processing, archiving and dissemination of Landsat data at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center at the Goddard Space Flight Center, Greenbelt, Maryland;

   (b) produce Landsat computer compatible tapes and image products;

(c) ensure, in conformance with US Landsat data dissemination practices, unrestricted public availability of all Landsat data receivable by the CNIE ground station, within limits of its operational capabilities, at a fair and reasonable charge, and in a non-discriminatory manner. Copies of any agreements signed by CNIE concerning the sale of Landsat data from the CNIE ground station shall be made available to NASA upon request and shall be consistent with the above provisions;

(d) if and when NASA selects Principal Investigators for research activities involving data from the CNIE ground station, ensure the provision of processed Landsat data (imagery and digital products) to those principal investigators whose test sites are within range of that station for the period of coverage envisaged and under the same terms and conditions as NASA applies;

(e) provide to NASA reasonable support requested by NASA during a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should NASA have problems with data transmission;

(f) provide, at no charge to NASA and the US EROS Data Center, monthly catalog listings in an agreed format of all the Landsat data acquired by the CNIE ground station. These catalog listings will also be made publicly available through the US EROS Data Center;

(g) make available to NASA for US Government experimental purposes, on a cost-free basis, on request, reasonable quantities of specified processed or unprocessed Landsat data including the original station tapes acquired by the CNIE station.

2. For its part, NASA will:

(a) program, as requested, the Landsat Multispectral Scanner, Return Beam Vidicon and Thematic Mapper instruments within the technical parameters of the satellite system for coverage of the area within the acquisition radius of the CNIE ground station and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the designated technical representatives;

(b) provide the CNIE ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signal, and for processing the data acquired;

(c) process, on a time-available basis and as agreed by the designated technical representatives, a limited number of CNIE data tapes for initial evaluation and calibration of the Mar Chiquita station's performance. CNIE will ensure that such data tapes are fully compatible with NASA's data processing equipment and related software;

(d) make available, if possible, to CNIE for comparison purposes, a limited amount of Landsat data acquired by NASA covering selected portions of the Mar Chiquita stations's coverage zone.

3. CNIE and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, or their deputies and advisors by mutual agreement, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets at least once per year and serves as a forum for exchange of technical information among station operators. Supplemental meetings between CNIE and NASA will be held by mutual agreement.

4. The following additional understandings are confirmed:

(a) CNIE, in conjunction with other Argentine agencies. will use its best efforts to ensure that any radio frequency problem occurring in relation to Landsat data reception by the Mar Chiquita station is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat spacecraft raised by parties in third countries will be referred to the US Government and NASA for reply. NASA plans to use the following frequencies for sensor data transmissions from the Landsat-D spacecraft:

Multispectral Scanner -- S-Band (2200-2300 MHz) and X-Band (8025-8400 MHz).
Thematic Mapper -- X-Band (8025-8400 MHz).

(b) When the expected coverage of a prospective Landsat ground station overlaps with that of the Mar Chiquita station, NASA will inform CNIE and will advise the prospective station operator of this CNIE/NASA Memorandum of Understanding which provides for the unrestricted public availability of data acquired of areas within range of the Mar Chiquita station at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and CNIE to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(c) The US EROS Data Center will include with all responses to requests for Landsat data acquired in the Mar Chiquita station's coverage zone, a statement noting that the Mar Chiquita station should have available more recent and/or more complete data. In the event that the EROS Data Center receives requests for specific Landsat scenes, products, or specific information on their holdings, EROS will supply the data and/or information requested.

(d) NASA and CNIE may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(e) NASA and CNIE will exchange, upon request, such technical information as is mutually agreed to be necessary for the implementation of this Memorandum of Understanding, and is consistent with the export regulations of the two countries.

(f) The responsibility for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(g) The NASA Landsat program is experimental in character and is subject to change in accordance with modifications in technical requirements and opportunities. NASA, however, undertakes to keep CNIE informed in good time of any modification to the current satellites or plans for future experimental Landsat satellites which may affect the implementation of this Memorandum of Understanding.

(h) The ability of CNIE and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

(i) The U.S. has begun planning for an operational land remote sensing satellite system which, when approved, is expected to follow the current NASA experimental Landsat program. The National Oceanic and Atmospheric Administration (NOAA) has been assigned the responsibility of planning and eventually managing this operational system. NOAA will keep Landsat ground station operators informed of its plans for initiation of the operational phase and for direct reception of operational sensor data under suitable arrangements. It is understood that NOAA plans to conclude agreements with foreign government agencies for direct reception by foreign ground stations prior to the initiation of the U.S. operational land remote sensing satellite system.

5. In consideration of the costs NASA is bearing for the Landsat space segment, CNIE will pay to NASA the sum of $200,000 per annum beginning six months after the date the Mar Chiquita station begins to acquire Landsat data. CNIE will pay this sum in quarterly installments at the end of each quarter. After January 1, 1982, NASA may, after consultation with foreign ground station operators agencies, revise the rate and the arrangements. Such revised financial arrangements will be applied to all non-US Landsat stations on an equitable basis.

6. This Memorandum of Understanding shall enter into force upon signature by both parties and continue in force until September 30, 1983. It may be extended by mutual agreement of the parties should NASA's experimental Landsat program extend beyond that date.

[1]

For the Comision Nacional de Investigaciones Espaciales, Argentina

Date

[2]

For the U.S. National Aeronautics and Space Administration

Date

[1] Miguel Sanchez Peña.
[2] Clifton G. Metzner, Jr.

GPO 1985 49-119 (12800)

READEX FICHE

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

10593

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10593

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and ZAMBIA

NEWARK PUBLIC LIBRARY
JAN 1 1982
U. S. GOVT. PUBS.
DEPOSITORY SET

Signed at Lusaka July 22, 1981

with

Minutes of Negotiation

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka July 22, 1981;
Entered into force July 22, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA
THE SALE OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Zambia have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and Part III of the August 4, 1978[2] agreement together with the following Part II.

Part II - PARTICULAR PROVISIONS:

I COMMODITY TABLE:

Commodity	Supply Period U.S. Fiscal Year	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value $ (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	57,100	10.0

II PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT
(40 Years)

A. Initial Payment - None
B. Currency Use Payment - None
C. Number of Installment Payments - Thirty-one (31)
D. Amount of each Installment Payment - Approximately equal annual installments.
E. Due date of first Installment Payment - Ten (10) years from date of last delivery of commodities in each calender year.
F. Initial Interest Rate - Two (2) percent per annum.
G. Continuing Interest Rate - Three (3) percent per annum.

III USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	76,200

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10590; 34 UST ——.

IV. EXPORT LIMITATIONS:

A. The export limitations period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III (A) (4) of the agreement, the commodities which may not be exported are for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or same products under different names.)

V. SELF-HELP MEASURES:

A. The Government of the Republic of Zambia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Zambia agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Agricultural Policies and Information

A. (1) Reinforce the planning unit within the Ministry of Agriculture and Water Development charged with undertaking comprehensive annual and ad hoc reviews of agricultural producer prices and fertilizer subsidies.

(2) (I) Continue to conduct a comprehensive review of maize producer prices and fertilizer subsidies to determine if there is sufficient incentive to reduce the prevailing maize production shortfalls; (II) consider during the course of the review the following factors: (A) Current production prices in the neighboring countries; (B) Self-sufficiency, (C) The cost of production plus a reasonable profit margin to producers and (D) Comparative costs of importation; and (III) keep AID advised of the findings of the review during the preparation and complete these discussions with A.I.D. on agreed upon time schedule. (It is understood that discussions with A.I.D. will not include consideration of Ministry recommendations to cabinet.

(3) Adopt a selective approach to the subsidization of fertilizer and other input costs in order to provide all categories of farmers with the necessary incentives to increase the production of maize and to reduce subsidies to manageable levels.

B. (1) Continue with the policy to reduce consumer subsidies on maize and fertilizer by raising the respective consumer prices to align retail prices more closely to producer prices.

(2) Continue with the policy to reduce progressively the per unit maize subsidy within a period to be agreed with A.I.D. by June 1981.

C. To permit commensurate increases in maize producer prices in real terms which will stimulate production, without simultaneously enlarging Zambian budgetary deficits caused by differences between maize consumer and producer prices, utilize local currency attributable to this sales agreement to partially pay for increases in maize producer prices. This payment is to be adjusted on a declining graduated basis in accordance with a schedule to be adopted in consultation with A.I.D. on an agreed upon time schedule. The results of the review cited in A. (2) above will be instructive in this regard.

D. Conduct a review of producer prices, marketing and processing for cassava, millet and sorghum in order to commercialize these agricultural commodities.

E. Adopt procedures to improve the Ministry of Agriculture and Water Development's crop forecasting by improving the accuracy of the data base and the timeliness of the publication of the forecast.

F. Through the Ministry of Agriculture and Water Development revive a regular market news service.

F. In October of 1981, furnish A.I.D. with a statement of the progress the Government of Republic of Zambia has made in carrying out the above measures.

2. Credit to Small Farmers

Continue to emphasize provision of credit to small farmers through appropriate financial institutions for the purchase of production inputs.

3. Grain Storage and Transport

A. Continue to improve grain facilities to reduce post-harvest losses. This effort will include expansion of the storage and handling facilities of the Provincial Cooperative Unions and Namboard.

VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Republic of Zambia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following development sectors: Agriculture and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of Zambia's people and their capacity to participate in the development of their country.

In WITNESS whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Lusaka in duplicate this 22nd day of July, 1981.

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

BY: K. MUSOKOTWANE

TITLE: MINISTER OF FINANCE

FOR THE GOVERNMENT OF THE UNITED STATE OF AMERICA

BY: W. EGAN

TITLE: CHARGE d'AFFAIRES A.I.

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED FY 1981
PUBLIC LAW 480 TITLE I SALES AGREEMENT

DATE: June 10, 1981 at 1000 Hours

PLACE: Ministry of Finance Conference Room, Lusaka Zambia

ATTENDING:

Government of the Republic of Zambia Delegation:

Chairman:
- Mr. R.C. Sakwanda, Acting Permanent Secretary, Ministry of Finance

Members:
- Mr. Christofa L.M. Chirwa, Senior Economist, Ministry of Finance
- Mr. Andrew Habbanti, Director, National Commission for Development Planning
- Mr. M.C. Kabaghe, Acting Senior Finance Officer, (Loans and Investments) Ministry of Finance
- Mr. F.J. Mkwanazi,General Manager, National Milling Company, Ltd.
- Mr. C.L.C. Mubanga-Chipoya, Director of Treaties, Ministry of Legal Affairs
- Mr. J.Y. Ng'oma, Deputy General Manager, Bank of Zambia
- Mr. V. Sivaraman, Acting Purchasing Manager, National Milling Company, Ltd.
- Mr. R.K. Verma, Senior Economist, Ministry of Agriculture and Water Development

Government of the United States Delegation:

- Mr. John A. Patterson, Representative, United States Agency for International Development (A.I.D.)
- Mr. Jon O'Rourke, Regional Food for Peace Officer, A.I.D.
- Mr. Donald E. Anderson, Development Officer, A.I.D.

I. The purpose of the meeting between the representatives of the Government of the Republic of Zambia and the United States of America was to negotiate a U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981) commodity sales agreement for $10.0 million under the U.S. Government Public Law 480 Title I program.

II. The U.S. delegation reviewed the text of the draft agreement with the Zambian delegation and explained that:

1. The Agreement incorporates by reference the Preamble Parts I and III of the PL-480 Title I Agreement signed by the Zambian Government and the U.S. Government on August 4, 1978.

2. In order to accomplish early procurement and shipment of the commodity, the Government of the Republic of Zambia should (a) Appoint a purchasing team which will have authority to implement the agreement, and (b) make all necessary arrangements for Letters of Credit for both the commodity (wheat) and the ocean freight.

3. If there are prolonged delays in implementing the agreement such that it becomes likely that arrivals of the PL-480 wheat may encounter port congestion or logistics delays resulting in food losses, the USG may have to reduce the amount of wheat authorized for shipment under this agreement.

4. The commodity commitment in the Agreement is in terms of dollar values and not quantities. At the time the agreement was drafted, it was estimated that $10.0 million would purchase approximately 57,100 metric tons of wheat. However, if, when the Zambian Government actually makes the purchase, the price of wheat is lower, more than 57,100 metric tons may be purchased upto the $10.0 million dollar level. On the other hand, if wheat price rise, the quantity of wheat financed under this agreement will be reduced accordingly.

5. In order to implement the purchase of wheat under the agreement during the authorized supply period, U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981), it is essential that the Government of the Republic of Zambia initiate the purchasing process as soon as possible after signing the agreement. This process includes the following:

(a) Dispatch fully authorized representatives to Washington, D.C. to undertake the required action.

(b) Submit to the U.S. Department of Agriculture a written request for a Purchase Authorization.

(c) After approval by the U.S. Department of Agriculture, prepare and issue an invitation for bids (IFB's).

(d) Designate the Zambian and U.S. banks which will handle the Letters of Credit.

(e) Act expeditiously to open Letters of Credit in favor of supplier(s) of grain and freight for 100 percent of the grain and 100 percent of the ocean freight costs. The Letters of Credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable Letters of Credit for both the commodity and the ocean freight are not available at the time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(f) If a Purchasing Agent and/or Shipping Agent is nominated, this nomination must be submitted to the U.S. Department of Agriculture in writing, accompanied by the proposed agency agreement for the U.S. Department of Agriculture approval.

6. Reporting by the Government of the Republic of Zambia is an essential part of the Agreement. In the past, some of these reports have not been timely and/or complete, and this has caused delays in the signing of the agreements. The Government of the Republic of Zambia is responsible for the timely submission of the following reports:

(a) Quarterly Compliance Reports which are submitted at the end of each quarter during the supply period. Each report includes official Government of the Republic of Zambia information regarding imports and exports of the food commodities included in the agreement (i.e. wheat, wheat flour, rolled wheat, semolina, farina, and bulgar).

(b) Shipping and Arrival Reports which provide details on the arrival of the ships carrying the commodities delivered to Zambia under this agreement. These reports are completed for each ship and submitted to the U.S.A.I.D. shortly after the arrival of the wheat in Zambia.

(c) The Annual Self-Help Report which is due in the U.S.A.I.D. on November 15, 1981, must contain specific information regarding the progress the Government of the Republic of Zambia has made in implementing the Self-Help Measures in the Agreement.

(d) The Local Currency Proceeds Reports which report the use of the local currency proceeds generated under this Agreement. For this Agreement, the Local Currency Proceeds Report should be submitted to the U.S.A.I.D. as part of the Annual Self-Help Reports.

7. It is important for the Government of the Republic of Zambia to provide the United States Government with an assessment of the transportation situation on a periodic basis so that the U.S.A.I.D. can confirm that the grain purchased under this agreement can be shipped to Zambia, stored and distributed therein. The USAID must provide to Washinton D.C. an assessment of the transportation system to ensure that adequate storage facilities are available locally at the time of exportation to prevent the spoilage or loss of the commodity.

8. The Agreement provides for a Usual Marketing Requirement (UMR) of 76,200 metric tons of wheat/wheat flour. This UMR is based on an average of commercial imports for a five-year period. (International Wheat Commercial statistics are used to compute the average). Only commercial purchases from non-communist countries are included in the UMR computations.

9. The Agreement calls for limitations on the export from Zambia of wheat, wheat flour, semolina, farina and bulgar, or the same products under different names. These export limitations apply to the supply period October 1, 1980 through September 30, 1981, and any subsequent U.S. fiscal year during which the wheat purchased under this agreement is utilized.

10. At least 50 percent of the PL-480 Title I commodity must be moved on U.S. flag shipping vessels, if available, at fair and reasonable rates.

11. This fiscal year's PL-480 Title I has been delayed, and as a result there is a time constraint. In order to avoid such time constraints in the future it would be most helpful for all concerned if the Government of the Republic of Zambia submitted its request to U.S.A.I.D. in the early part of each U.S. fiscal year (i.e. October or November each year).

III. The U.S. delegation requested the Government of Zambia delegation to:

1. Identify the following:

(a) The name(s), title(s) and office(s) of the member(s) of the purchasing team who will travel to Washington to make the purchase and arrange for ocean freight.

(b) The specific type and grade of wheat which the Government of the Republic of Zambia prefers to purchase under this agreement.

(c) The contracting and delivery schedules.

(d) The names and address of the banks which will handle the financial transactions.

(e) The specific receiving ports for the commodities.

(f) The specific storage points for the commodities in Zambia.

(g) The wholesale prices at which the commodities will be sold.

(i) Any possibilities for the commodities moving outside the above market channels and steps that will be taken to prevent such movement.

2. To make appropriate arrangements to relay to the Zambian Embassy in Washington D.C. all the instructions, information and authority necessary to ensure that the Agreement will be implemented promptly.

3. To instruct the Zambian purchasing team to contract the Program Operations Division, Export Credits, Foreign Agriculture Service, USDA, telephone: Area Code 202-447-5780 for further assistance in purchasing and shipping the wheat.

4. To establish a special account for the PL-480 Title I local currency generations in order to facilitate accounting of the local currency.

5. To work with U.S.A.I.D. over the coming months to develop a PL-480 Title III program. This program is similar in many respects with the PL-480 Title I program, however,

under Title III the Government of the Republic of Zambia would (a) establish a special account, (b) use the special account local currency proceeds to fund development activities which are in addition to the government's budgeted activities. If the local currency is disbursed properly to the agreed development activities the dollar equivalent of the amount of Kwacha disbursed from the special account will be "forgiven" from the PL-480 loan repayment schedule.

IV. The delegation from the Government of the Republic of Zambia assured the United States Government delegation that:

1. The Government of the Republic of Zambia representative(s), with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process, will travel to Washington as soon as possible after the agreement is signed to implement the agreement. This team will probably be composed of Mr. G. Simukoko, Legal Counsel of Indeco, Ltd. Mr. Frank J. Mkwanazi, General Manager, National Milling Company, Ltd. and Mr. V. Sivaraman, Acting Purchasing Manager, National Milling Company Ltd.

2. Appropriate Government of the Republic of Zambia authorities are prepared to (a) open Letters of Credit for 100 percent of both the commodity and ocean freight prior to the purchase of the commodity and the booking of the vessels, and (b) make prompt transfers of funds to cover the ocean freight costs or the commodity purchased under the agreement.

3. The Government of the Republic of Zambia, through the National Milling Company, Ltd. will (a) make the necessary arrangements to relay to the Zambian Embassy in Washington D.C. all the necessary instructions, information and authority to implement the agreement, and (b) use the services of the U.S.A.I.D. communications/cable network to relay parallel messages to Zambian officials in Washington D.C.

4. If the Government of the Republic of Zambia decides to engage a Shipping Agent, the representative(s) travelling to Washington will notify the U.S. Department of Agriculture (USDA) and provide USDA with a copy of the agreement.

5. The banks which will be handling the financial operations related to this agreement, and through which Letters of Credit will be opened for the commodities and ocean freight, are (a) The Bank of Zambia and Barclays Bank Northend Branch in Lusaka, and (b) Barclays Bank, New York in the United States.

6. The Government of the Republic of Zambia will limit exports of wheat, wheat flour, semolina, farina and bulgar or the same products under different names during the supply period of U.S. fiscal year 1981 and any subsequent U.S. fiscal year during which the wheat purchased under this agreement is utilized.

7. The Government of the Republic of Zambia will provide the U.S.A.I.D. in Lusaka with Quarterly Compliance Reports on the appropriate forms and at the appropriate time.

8. The Government of the Republic of Zambia will provide the U.S.A.I.D. in Lusaka with Shipping and Arrival Reports on a timely basis and as soon as possible after the vessels discharge and the commodity arrives in Zambia.

9. The Government of the Republic of Zambia through the National Milling Company, Ltd. will provide the U.S.A.I.D. in Lusaka with regular informal reports and information on the transport and distribution of the commodities financed under this agreement.

10. The Government of the Republic of Zambia would like to import under this agreement both soft and hard winter No. 2 grade or better.

11. The purchase contract for this wheat will be implemented as soon as possible. If 57,100 metric tons is purchased, delivery will probably be made in three (3) vessels each spaced to arrive at East/Southern African ports in August, September and October 1981.

12. The commodity provided for under the U.S. FY 81 Agreement will arrive at the ports of Durban, East London and/or Dar es Salaam as designated by the National Milling Company, Ltd. (NMC). NMC, in turn, will direct where the food is stored and, depending on stock positions and need, in which areas of the country it is distributed. The commodity, in turn, will be sold to wholesalers, retailers and consumers through the regular, established wheat distribution network at national prices fixed by the Government of the Republic of Zambia.

13. The Government of the Republic of Zambia would work together with U.S.A.I.D. over the coming months to (a) discuss the establishment of a special account for future

PL-480 programs, and (b) attempt to formulate a PL-480 Title III "loan forgiveness" program for implementation in U.S. fiscal year 1982 (i.e. October 1, 1981 to September 30, 1982).

14. The Government of the Republic of Zambia would publicize in the local press the signing of the Agreement and the arrival of each ship carrying the commodity financed under this Agreement.

V. Both parties agreed that the following additions and deletions would be made to the text of the proposed agreement:

(a) Part II, Item II, F, and G, change to read "Two (2) percent per annum" and "Three (3) percent per annum".

(b) Part II, Item V, 1, A (3), change to read "(3) Adopt a selective approach to the subsidization of fertilizer and other input costs in order to provide all categories of farmers with the necessary incentives to increase the production of maize and to reduce subsidies to manageable levels".

(c) Part II, Item V, 1, B (1) and (2), change to read "(1) Continue with the policy to reduce consumer subsidies..." etc. and "(2) Continue with the policy to reduce progressively the per unit maize subsidy..." etc.

(d) Part II, Item V, 1, D, change to read "D. Conduct a review of producer prices, marketing and processing for cassava, millet and sorghum in order to commercialize these agricultural commodities."

(e) Part II Item V 2, omit the sentence "In addition, the GRZ will support technical assistance efforts for continous review of credit delivery repayment criteria and loan supervision."

(f) Part II, Item V, 3(A), omit the sentence" Provide for complementary training and extension efforts in grain storage management."

(g) Part II, Item VB, omit this sentence completely.

VI. Both parties agreed (a) that these minutes would be signed at the time the Agreement is signed, (b) that these minutes would become part of the agreement, and (c) that the full agreement with the minutes sets forth the elements of understanding reached during the negotiations for the FY 81

Public Law 480 Title I Agreement between the Government of the Republic of Zambia and the Government of the United States of America.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Signed at Lusaka, Zambia

GPO: 1985 49-122 (12800)

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18

AGRICULTURAL COMMODITIES

Agreement Between the
UNITED STATES OF AMERICA
and LIBERIA

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Signed at Monrovia January 8, 1981

9. 10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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LIBERIA

Agricultural Commodities

Agreement signed at Monrovia January 8, 1981;
Entered into force January 8, 1981.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE PUBLIC LAW 480, TITLE I [1] PROGRAM

The Government of the United States of America and the Government of Liberia have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and III of the August 13, 1980 [2] agreement together with the following Part II.

PART II. PARTICULAR PROVISIONS

I: Commodity Table:

Commodity -	Supply period (U.S.FY)	Approximate Maximum Quantity (MT)	Maximum Export Market Value (millions)
Rice	1981	10,500	5.0

II: Payment Terms: Convertible Local Currency Credit (25 years)

1. Initial Payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - Twenty-one
4. Amount of Each Installment Payment - Approximately Equal Annual Amounts

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9841; 32 UST 2319.

5. Due Date of First Installment Payment - Five Years After the Date of Last Delivery of Commodities in Each Calendar Year
6. Initial Interest Rate - Two Percent
7. Continuing Interest Rate - Three Percent

III. Usual Marketing Table

Commodity -	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Rice	1981	47,500

IV. Export Limitations:

A. The export limitation period shall be U. S. fiscal year 1981 and/or any subsequent U. S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of this agreement, the commodities which may not be exported are: For rice -- rice in the form of paddy, brown or Milled.

V. Self-Help Measures:

A. The government of the importing country agrees to undertake self-help measures to improve the pro-

duction, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to: undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Research and Extension

A. Support the decentralization of the agricultural sector in order to provide the small farmer easier and more direct access to the services provided by the government. Emphasis shall be given to integrating the research and extension activities to provide the most scientific/economic production and management techniques to small-holders in the following areas and crops;

(1) At the national level assist in (a) the distribution of improved seeds, tubers and root stock and (b) the marketing of agricultural produce;

(2) In the Nimba County Rural Development Project efforts will be directed towards (a) developing and improving the production of swamp

rice; and (b) developing the production of cocoa and coffee.

(3) In the Liberian Rubber Development Project (a) develop an efficient rubber extension service which will provide the technical know-how to assist the Liberian rubber farmers increase the productivity of their holdings; (b) to assist small farmers to replace deserted rubber plantings with high-yielding crops in accessible areas; and (c) assist small-holders in processing and marketing of rubber.

(4) For coffee and cocoa development provide the most scientific and economic production techniques to small farmers engaged in the production of coffee and cocoa either individually or collectively.

B. Support the supply and distribution of inputs by (1) developing, maintaining, and distributing resistant, high-yielding coffee, cocoa and rubber plants for farmers in the target areas, and (2) provide the necessary project support inputs for the target areas.

2. Training

Provide the necessary training for the research extension personnel with emphasis on the training of those managers and technicians who will be working

directly with research and extension activities of the target areas. Training should be oriented toward the utilization of modern production and dissemination techniques.

3. Infrastructure

Support the following infrastructure construction activity.

A. Construction of secondary and/or access roads to improve the flow of inputs to, and production from, the target areas;

B. Establish an oil palm mill for the Buto and Dube projects; and

C. Produce/set up infrastructure facilities for the coffee and cocoa development project.

4. Credit

Credit will be provided to small farmers so that they can (1) expand areas planted to swamp rice, rubber, coffee, and cocoa and (2) purchase improved inputs and adopt modern production techniques.

5. Price Policy

Develop an appropriate rubber price policy.

VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to Be Used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

1. The following self-help measures as set forth in Item V of the agreement:

A. Nimba County Integrated Rural Development Project

B. Decentralization of the Agricultural Sector

C. Liberian Rubber Development Project

D. Buto and Dube Oil Palm Development Project

E. Liberian Coffee and Cocoa Project

B. The projects/programs identified under VI (A) above will directly improve small farm production, income and nutritional levels and standard of living.

1. The GOL will support the Nimba County Integrated Rural Development Project activities by providing appropriate services and inputs on a timely basis. Such services and inputs include, but are not limited to, host country counterparts, salaries for

project employees, fuel and spare parts. The project is oriented toward improving the standard of living of the small farm family.

The development activities will directly benefit the rural small-holders by (1) providing the small farm operators easier and more direct access to research results through a well-organized extension service and credit facilities geared toward increasing their productivity; and (2) constructing rural access roads to improve the flow of inputs to and products from target areas. Specific targets under this project are to develop and improve 1,050 acres of swamp for rice production; development of 640 acres of cocoa, and development of 1,180 acres of coffee.

2. Decentralization of the agricultural sector cannot be over-emphasized given the fact that most of Liberia's farm households remain at or near the subsistence level. This results in low levels of production and consumption. Decentralization is necessary in order to improve the access of these small farmers to services provided by the government. These services include: Dissemination via extension program of improved techniques developed through research activities; distribution of improved seeds and root/tuber

stock, and other agricultural inputs; and, marketing of agricultural produce.

3. Liberian Rubber Development Project activities aim to improve small-holder rubber production through: Provision of technical know-how by developing an efficient rubber extension service; providing funds for rehabilitating rubber trees of tapping age; replacing rubber plantings with high-yielding varities; assisting small-holders in marketing and processing of their rubber; and, developing an appropriate rubber pricing policy. Specific physical targets of the project are (1) planting of 25,800 acres of high-yielding trees, (2) rehabilitation of 40,240 acres of matured rubber trees, and (3) training of local staff and small farmers in modern rubber production and processing techniques.

4. The Buto and Dube Oil Palm Development activities are located in Gedeh and Sinoe Counties. They are designated to benefit small-holders by planting and maintaining 17,500 acres of oil palm, erection of an oil palm mill and assisting in the establishment of 342 kilometers of feeder roads.

5. The Coffee and Cocoa Development project activities are extensive and aim for the intensive development of small-holder coffee and cocoa production in five zones of Liberia. It is an ongoing project started in 1977. The primary objectives of these activities are: (a) to engage farmers in the most scientific/economic production and management of coffee and cocoa plantations collectively and individually through the assistance of trained technicians; (b) to supply farmers with high-yielding, disease resistant coffee and cocoa varities; (c) to provide material assistance to farmers as regards production inputs; (d) to produce/set up project facilitating infrastructure facilities; and, (e) to conduct project related research and demonstrations for the purpose of upgrading extension technicians and production methods used by farmers. Specific project targets are: (a) to establish in each of the five zones total capacity of 2,748,720 coffee and cocoa seedlings; (b) to provide assistance to farmers to develop 10 acres of coffee and/or cocoa either in individual holdings or in blocks and with a total goal of approximately 5,000 acres of coffee and 10,000 acres of cocoa; and, (c) to construct

access and secondary roads within these areas.

C. In addition to the report required by Part I, Article II(F) of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI(A) above, and how these activities have benefitted the needy directly. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI(A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose have signed the present Agreement.

DONE at Monrovia, in duplicate, this 8th day of January, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert P. Smith
Ambassador

FOR THE GOVERNMENT OF LIBERIA

Perry Zulu, Major AFL
Minister of Finance

GPO 1985 49-166 (12800)

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Convention Between the
UNITED STATES OF AMERICA
and MEXICO

Signed at Washington January 15, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

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MEXICO

Stolen Property: Vehicles and Aircraft

Convention signed at Washington January 15, 1981;
Transmitted by the President of the United States of America to the Senate September 29, 1981 (Treaty Doc. No. 97-18, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 1, 1982 (S. Ex. Rept. No. 97-55, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 30, 1982;
Ratified by the President October 22, 1982;
Ratified by Mexico November 11, 1982;
Ratifications exchanged at Mexico June 28, 1983;
Proclaimed by the President August 2, 1983;
Entered into force June 28, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft was signed at Washington on January 15, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of September 30, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on October 22, 1982, in pursuance of the advice and consent of the Senate, and was ratified on the part of the United Mexican States;

The instruments of ratification of the Convention were exchanged at Mexico on June 28, 1983, and accordingly the Convention entered into force on June 28, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the

end that it be observed and fulfilled with good faith on and after June 28, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this second day of August in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE UNITED MEXICAN STATES
FOR THE RECOVERY AND RETURN OF
STOLEN OR EMBEZZLED VEHICLES AND AIRCRAFT

The United States of America and the United Mexican States,

Reaffirming their desire to continue to assist each other within an adequate legal framework in the recovery and return of vehicles and aircraft stolen or embezzled in one country and found in the territory of the other,

Recognizing that the Convention concluded at Mexico City on October 6, 1936, [1] is no longer adequate for these purposes,

Have agreed as follows:

[1] TS 914; 50 Stat. 1333; 9 Bevans 1020.

ARTICLE I

(1) The United Mexican States agrees to return to the United States of America, in accordance with the provisions of this Convention, any vehicle or aircraft registered or otherwise documented in the United States of America which has been stolen or embezzled in the United States of America and found in the territory of the United Mexican States.

(2) The United States of America agrees to return to the United Mexican States, in accordance with the provisions of this Convention, any vehicle or aircraft registered or otherwise documented in the United Mexican States which has been stolen or embezzled in the United Mexican States and found in the territory of the United States of America.

(3) The Requested State may refuse to return a stolen or embezzled vehicle if the request for return is not made within forty-five days of the notification referred to in Article II, paragraph (1), or a stolen or embezzled aircraft if the request for return is not made within sixty days of the notification referred to in Article II, paragraph (2). Consistent with this provision, the Parties will not forfeit or undertake administrative auctions of vehicles or aircraft registered or otherwise documented under the laws of the other Party within forty-five or sixty days, respectively, of giving notification of seizure, or while the decision on a request for return is pending. The Requested State may also refuse to return a stolen or embezzled vehicle or aircraft if, in accordance with the laws of that State, it has been awarded by a court to a third party in a civil action or sold at public auction by an Authority which, at

the time of the auction, had no information that it had been stolen or embezzled within the meaning of this Convention.

(4) The Requested State may refuse to return an embezzled vehicle or aircraft that is subject to forfeiture under the laws of that State because it was used in its territory in the commission of a felony. In making its decision, the Requested State will give due consideration to any information provided by the Requesting State tending to show that the enterprise from which it was embezzled was not in complicity with the felon. If the Requested State decides not to return an embezzled vehicle or aircraft under this provision, it shall notify the Embassy of the Requesting State of its refusal and the reasons therefor as soon as practicable after receipt of the request for return.

ARTICLE II

(1) Whenever an Authority of one of the Parties seizes a vehicle which may be registered or otherwise documented under the laws of the other Party, the former shall make every effort to notify the other Party within one month of such seizure. Notification may be effected by the delivery of lists of such vehicles at least once each month to the Embassy of the other Party, by direct communication between the seizing Authority and the nearest consulate of the other Party, or by any other mutually acceptable method.

(2) Each Party shall notify the Embassy of the other of the seizure in its territory of any aircraft which may be registered in the other country within fifteen days of such seizure.

(3) The notifications referred to in paragraphs (1) and (2) shall contain all available identifying data about the vehicle or aircraft and shall specify its location, the Authority having custody, as well as information which indicates whether it was seized in connection with the commission of a felony.

(4) The Authority seizing a vehicle or aircraft which may be registered or otherwise documented under the laws of the other Party shall take it promptly to a storage area. There shall be no further operation of such vehicle or aircraft except in one of the following circumstances:

(a) It is determined that the vehicle or aircraft has not been stolen or embezzled within the meaning of this Convention;

(b) The return of the vehicle or aircraft is refused in accordance with Article I, paragraph (3) or (4), of this Convention, and the Embassy of the Requesting State is notified of that decision;

(c) In the case of a vehicle, no request for its return is filed within forty-five days of notification of seizure pursuant to paragraph (1) of this Article;

(d) In the case of an aircraft, no request for its return is filed within sixty days of notification of seizure pursuant to paragraph (2) of this Article.

ARTICLE III

(1) The request for the return of a vehicle shall be submitted by a consular officer of the Requesting State to the Authority of the Requested State having custody of the

vehicle. The request shall be under seal of the consular office and in the language of the Requested State and shall follow the form appended in Annex A. A copy of that request shall be transmitted under cover of a note to the foreign ministry of the Requested State. A request shall be made only after receipt by the consular officer of properly notarized evidence of ownership and other documents as specified below:

(a) (i) The title of ownership to the vehicle or a certified copy thereof, if the vehicle is subject to titling, but, if a title document is not available, a certified statement from the titling Authority that the vehicle is titled and specifying the person to whom it is titled;

(ii) The certificate of registration of the vehicle or a certified copy thereof, if the vehicle is subject to registration, but, if a registration document is not available, a certified statement from the registering Authority that the vehicle is registered and specifying the person to whom it is registered;

(iii) The bill of sale or other documentation which establishes ownership of the vehicle, or a certified copy thereof, in the event the vehicle is not titled or registered.

(b) The document of transfer, or a certified copy thereof, if subsequent to the theft or embezzlement the owner of the vehicle at the time of its theft or embezzlement has transferred ownership to a third party.

(c) A certified copy of the theft report, made within a reasonable time to a competent Authority, and a translation thereof. In the event that the theft report is made subsequent to the seizure of the vehicle, the person seeking its return shall furnish a document justifying to the satisfaction of the Requested State the reasons for delay in reporting the theft and may provide any supporting documentation therefor.

(d) In cases in which the person requesting the return of a vehicle is not the owner, a power of attorney granted in the presence of a notary public by the owner or his legal representative, authorizing that person to recover the vehicle.

(2) The request for the return of an aircraft shall be submitted by a consular officer of the Embassy of the Requesting State to the Authority of the Requested State having custody of the aircraft. The request shall be under seal of the consular office and in the language of the Requested State and shall follow the form appended in Annex B. A copy of that request shall be transmitted under cover of a note to the foreign ministry of the Requested State. A request shall be made only after receipt by the consular officer of properly notarized evidence of ownership and other documents as specified below:

(a) The bill of sale or other documentation which establishes ownership of the aircraft, or a certified copy thereof.

(b) The certificate of registration of the aircraft or a certified copy thereof but, if the certificate is not available, a certified statement from the registering Authority that the aircraft is registered and specifying the person to whom it is registered.

(c) The document of transfer, or a certified copy thereof, if subsequent to the theft or embezzlement the owner of the aircraft at the time of its theft or embezzlement has transferred ownership to a third party.

(d) A certified copy, and a translation thereof, of the investigative report by the customs service of the Requesting State, or other federal law enforcement agency designated for such purpose, reflecting that the aircraft was in fact stolen, or, in the case of an embezzled aircraft, describing the circumstances surrounding the rental. The investigative report shall include a copy of any theft report made within a reasonable time to a competent Authority. In the event that the theft report is made subsequent to the seizure of the aircraft, the person seeking its return shall furnish a document justifying to the satisfaction of the Requested State the reasons for delay in reporting the theft and may provide any supporting documentation therefor. Once a request for return has been made, the Requested State may seek additional information reflecting the circumstances surrounding the rental; likewise, the Requesting State may supplement the information which it originally provided.

(e) In cases in which the person requesting the return of an aircraft is not the owner, a power of attorney granted in the presence of a notary public by the owner or his legal representative, authorizing that person to recover the aircraft.

(3) Unless otherwise agreed by the Parties, the request for the return of a vehicle or aircraft shall be accompanied by certified copies of the documents examined by the consular officers, and translations shall only be required of documents as specified in paragraphs (1) and (2) of this Article.

ARTICLE IV

(1) The Authority having custody of the vehicle or aircraft shall determine whether the request for its return meets the requirements of this Convention as soon as practicable after the receipt of such request.

(2) When a request for the return of a vehicle or aircraft has been found to meet the requirements of this Convention by the Authority having custody of the vehicle or aircraft, the vehicle or aircraft shall be delivered within fifteen days to the individual identified in the request as the owner or his authorized representative.

(3) If a vehicle or aircraft whose return is requested is held in relation to a criminal investigation or prosecution, the return shall be effected when its presence is no longer required for purposes of that investigation or prosecution.

ARTICLE V

The Requested State shall take the measures necessary to permit the owner or his authorized representative to take delivery of a vehicle or aircraft and to return with it to the territory of the Requesting State.

ARTICLE VI

(1) A Requested State shall not impose any duties, nor fines or other monetary penalties upon vehicles or aircraft returned in accordance with the terms of this Convention.

(2) The actual expenses incurred in the return of a vehicle or aircraft shall be borne by the person seeking its return and shall be paid prior to the return of the vehicle or aircraft.

(3) The cost of translating the documents referred to in Article III, paragraphs (1)(c) and (2)(d), shall be considered an expense of the return of a vehicle or aircraft.

(4) In particular cases, the expenses of return may include the cost of any repairs or reconditioning of a vehicle or aircraft which may have been necessary to permit the vehicle or aircraft to be moved to a storage area or to maintain it in the condition in which it was found. The person seeking the return of a vehicle or aircraft shall not be responsible for the costs of any other work performed on the vehicle or aircraft while it was in the custody of an Authority of the Requested State.

(5) No person shall be entitled to compensation from the Authorities who found the vehicle or aircraft for any damages resulting from its recovery or storage in accordance with the provisions of this Convention.

ARTICLE VII

For purposes of this Convention:

(1) A vehicle or aircraft will be considered to be "stolen" when possession thereof has been obtained without

the consent of the owner or other person legally authorized to use such vehicle or aircraft.

(2) A vehicle or aircraft shall be considered to be "embezzled" only when:

(a) it is unlawfully converted by the person who had rented it from an enterprise legally authorized for that purpose and in the normal course of business, or

(b) it is unlawfully converted by a person with whom it has been deposited by official or judicial action.

With respect to vehicles or aircraft found to have been embezzled, it will be presumed that the unlawful conversion took place in the Requesting State.

(3) "Felony" means any extraditable offense under the terms of the treaty of extradition in force between the Parties.

(4) "Storage area" means the place in which Authorities normally keep seized vehicles or aircraft.

(5) "Vehicle" means any automobile, truck, bus, motorcycle, motorhome, or trailer.

(6) "Aircraft" means any self-propelled vehicle used or designed for flight.

(7) "Certified copy" means any copy certified to be a true copy of the original by the issuing Authority or by a consular officer of one Party duly accredited to the other.

ARTICLE VIII

(1) Disputes arising as to the application of this Convention shall be settled through diplomatic channels.

(2) This Convention shall be subject to ratification. It shall enter into force on the date of the exchange of instruments of ratification [1] and shall remain in force indefinitely. This Convention shall supersede the Convention of October 6, 1936.

(3) After this Convention has been in force for one year, either of the two Parties can request a meeting for the purpose of reviewing the way in which it has been implemented.

(4) It may be terminated by means of a written notification from either Party to the other, in which case it will expire ninety days from the date of receipt of such notification.

DONE AT Washington, in duplicate, this 15th day of January, 1981, in the English and Spanish languages, each text of which shall be equally authentic.

FOR THE
UNITED STATES OF AMERICA:

[2]

FOR THE
UNITED MEXICAN STATES:

[3]

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[1] June 28, 1983.
[2] Robert Krueger.
[3] Hugo B. Margain.

ANNEX A

Request for the Return of a
Stolen or Embezzled Vehicle

The Consulate at ( ) (or the Embassy) of the ( ) respectfully requests that (the appropriate authority) return the vehicle described below to its owner, in accordance with the Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft:

Make:
Model (Year):
Type:
Vehicle Identification Number:
License Plates:
Registered Owner:

The Consulate (or the Embassy of) certifies that it has examined the following documents which have been presented by _____ as evidence of his/her ownership of the vehicle and found them to be properly certified under the laws of _____.

a.
b.
c.
d.

Complimentary closing

Place and date

Attachments

ANNEX B

Request for Return of
Stolen or Embezzled Aircraft

The Embassy of the _____
respectfully requests that (the appropriate authority) return the aircraft described below to its owner, in accordance with the Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft:

Make:
Model (Year):
Serial Number:
Registration Number:
Registered Owner:

The Embassy of ( ) certifies that it has examined the following documents which have been presented by _____ as evidence of his/her ownership of the aircraft and found them to be properly certified under the laws of _____.

a.
b.
c.
d.

Complimentary closing

Place and date

Attachments

CONVENCION ENTRE
LOS ESTADOS UNIDOS DE AMERICA
Y LOS ESTADOS UNIDOS MEXICANOS
PARA LA RECUPERACION Y DEVOLUCION DE VEHICULOS Y AERONAVES ROBADOS O MATERIA DE DISPOSICION ILICITA

Los Estados Unidos de América y los Estados Unidos Mexicanos,

Reafirmando su deseo de continuar bajo un marco jurídico adecuado la asistencia mutua en la recuperación y devolución de vehículos y aeronaves robados o que hayan sido materia de disposición ilícita en un país y encontrados en el territorio del otro,

Reconociendo que la Convención celebrada entre ambos países en la Ciudad de México el 6 octubre de 1936 ya no es adecuada para tal fin,

Han acordado lo siguiente:

ARTICULO I

(1) Los Estados Unidos Mexicanos convienen de devolver a los Estados Unidos de América, de conformidad con las disposiciones de esta Convención, cualquier vehículo o aeronave registrado o titulado de alguna otra forma en los Estados Unidos de América que haya sido robado o materia de disposición ilícita en los Estados Unidos de América y encontrado en el territorio de los Estados Unidos Mexicanos.

(2) Los Estados Unidos de América convienen en devolver a los Estados Unidos Mexicanos, de conformidad con las disposiciones de esta Convención, cualquier vehículo o aeronave registrado o titulado de alguna otra forma en los Estados Unidos Mexicanos que haya sido robado o materia de disposición ilícita en los Estados Unidos Mexicanos y encontrado en el territorio de los Estados Unidos de América.

(3) El Estado requerido podrá negarse a devolver un vehículo robado o que haya sido materia de disposición ilícita si la solicitud para la devolución no se hace dentro de los cuarenta y cinco días siguientes a la notificación a que se refiere el artículo II, párrafo (1), o una aeronave robada o que haya sido materia de disposición ilícita si la solicitud para su devolución no se hace dentro de los sesenta días siguientes a la notificación a que se refiere el artículo II, párrafo (2). De conformidad con esta disposición, las Partes no decomisarán ni efectuarán remates administrativos de vehículos o aeronaves registrados o titulados de alguna otra forma de acuerdo con las leyes de la otra Parte dentro de los cuarenta y cinco o sesenta días, respectivamente, contados a

patir de la fecha en que se haya hecho la notificación de la detención o mientras esté pendiente la decisión sobre una solicitud de devolución. El Estado requerido puede igualmente rehusarse a devolver un vehículo o aeronave robado o materia de disposición ilícita si, de conformidad con las leyes de ese Estado, el vehículo o la aeronave ha sido adjudicado por una autoridad judicial en un juicio civil a un tercero o vendido en subasta pública por una autoridad que, al momento de la subasta, no tenía información de que había sido robado o materia de disposición ilícita según los términos de esta Convención.

(4) El Estado requerido podrá negarse a devolver un vehículo o aeronave que haya sido materia de disposición ilícita si es susceptible de decomiso según las leyes de ese Estado por haber sido utilizado dentro de su territorio para la comisión de un delito. Al decidir sobre el particular, el Estado requerido deberá tomar en cuenta toda la información proporcionada por el Estado requirente que tenga por fin demostrar que la empresa que sufrió la disposición ilícita no actúa en complicidad con el delincuente. Si el Estado requerido decide no devolver un vehículo o una aeronave objeto de disposición ilícita con base en el presente párrafo, notificará a la Embajada del Estado requirente su posición y los motivos de la misma, tan pronto como sea factible después del recibo de la solicitud de devolución.

ARTICULO II

(1) Cuando una autoridad de una de las Partes detenga un vehículo que pueda estar registrado o titulado de alguna otra forma de conformidad con las leyes de la otra Parte,

aquélla deberá hacer cuanto sea posible para notificar a la otra Parte dentro de un mes contado a partir de dicha detención. La notificación podrá efectuarse mediante la entrega de listas de tales vehículos por lo menos una vez al mes a la Embajada de la otra Parte, por comunicación directa entre la autoridad que efectuó la detención y el Consulado más cercano de la otra Parte, o por cualquier otro método que fuese mutuamente aceptado.

(2) Cada Parte deberá notificar a la Embajada de la otra Parte cualquier detención en su territorio de una aeronave que pueda estar registrada en la otra Parte, dentro de los quince días siguientes a dicha detención.

(3) Las notificaciones a que se refieren los párrafos (1) y (2) contendrán todos los datos disponibles sobre el vehículo o la aeronave e indicarán la ubicación del mismo, la autoridad encargada de su custodia, así como información que permita conocer si dicho vehículo o aeronave ha sido detenido en relación con la comisión de un delito.

(4) La autoridad que detenga un vehículo o aeronave que pueda estar registrado o titulado en otra forma de acuerdo con las leyes de la otra Parte, deberá remitirlo a la brevedad posible a un lugar de depósito. No deberá usarse dicho vehículo o aeronave excepto en alguna de las siguientes circunstancias:

(a) Si se determina que el vehículo o aeronave no ha sido robado ni materia de disposición ilícita, según los términos de esta Convención.

(b) Si la devolución de la aeronave o vehículo es rehusada de acuerdo con el artículo I, párrafos (3) o (4) de esta Convención y si se notifica esa decisión a la Embajada del Estado requirente.

(c) Tratándose de un vehículo, si no se presenta la solicitud para su devolución dentro de los cuarenta y cinco días siguientes a la notificación de su detención, de acuerdo con el párrafo (1) de este artículo.

(d) Tratándose de una aeronave, si no se presenta la solicitud para su devolución dentro de los sesenta días siguientes a la notificación de la detención, de acuerdo con el párrafo (2) de este artículo.

ARTICULO III

(1) La solicitud de devolución de un vehículo deberá ser presentada por un funcionario consular del Estado requirente a la autoridad del Estado requerido que tenga la custodia del vehículo. La solicitud deberá estar autorizada con el sello de la oficina consular, escrita en el idioma del Estado requerido y deberá ajustarse a la forma que se acompaña como Anexo A. Una copia de esa solicitud deberá remitirse con una nota al Ministerio de Relaciones Exteriores del Estado requerido. La solicitud sólo podrá formularse después de que el funcionario consular reciba la prueba de propiedad debidamente notariada y otros documentos tal como se especifica a continuación:

(a) (1) Título de propiedad del vehículo, o copia certificada de dicho título, si el vehículo está sujeto a titulación. En el caso de que el título no estuviese disponible, constancia expedida por la autoridad competente para expedir tales títulos, en la que se haga constar que el vehículo está titulado y en la que se especifique la persona a quien se le ha titulado.

(ii) Certificado de registro del vehículo, o copia certificada del mismo, si el vehículo está sujeto a registro. En el caso de que el documento de registro no estuviese disponible, constancia expedida por la autoridad competente para efectuar el registro, en la que se haga constar que el vehículo está registrado y en la que se especifique la persona a cuyo nombre se encuentre registrado.

(iii) Factura u otros documentos que acrediten la propiedad del vehículo, o copia certificada de dichos documentos, en el caso de que el vehículo no estuviera titulado o registrado.

(b) Documento de cesión, o copia certificada del mismo, si con posterioridad al robo o disposición ilícita, el dueño del vehículo en el momento que ocurrió el robo o disposición ilícita hubiese cedido la propiedad a un tercero.

(c) Copia certificada de la denuncia del robo hecha dentro de un tiempo razonable ante la autoridad competente y traducción de la misma. En el caso de que la denuncia del robo se hubiese hecho con posterioridad a la detención del vehículo, la persona que pide su devolución deberá proporcionar un documento que justifique a satisfacción del Estado requerido las razones de su tardanza en denunciar el robo y podrá proporcionar cualquier otra documentación que la fundamente.

(d) Poder otorgado ante Notario Público por el propietario o su representante legal en el que se autorice a otra persona a recuperar el vehículo, en

los casos en que quien solicita la devolución no sea el propietario.

(2) La solicitud de devolución de una aeronave deberá ser presentada por un funcionario consular de la Embajada del Estado requirente a la autoridad del Estado requerido que tenga custodia de la aeronave. La solicitud deberá estar autorizada con el sello de la oficina, escrita en el idioma del Estado requerido y deberá ajustarse a la forma que se acompaña como Anexo B. Copia de dicha solicitud deberá remitirse con una nota al Ministerio de Relaciones Exteriores del Estado requerido. La solicitud sólo podrá formularse después de que el funcionario consular reciba la prueba de propiedad, debidamente notariada y otros documentos tal como se especifica a continuación:

(a) Factura u otro documento que acredite la propiedad de la aeronave, o copia certificada de dicho documento.

(b) Certificado de registro de la aeronave, o copia certificada del mismo. En el caso de que el certificado no estuviera disponible, constancia expedida por la autoridad competente para registrar la aeronave, en la que se haga constar que la aeronave está registrada y en la que se especifique la persona a cuyo nombre se encuentra registrada.

(c) Documento de cesión, o copia certificada del mismo, si con posterioridad al robo o disposición ilícita, el dueño de la aeronave en el momento en que ocurrió el robo o disposición ilícita hubiese cedido la propiedad a un tercero.

(d) Copia certificada, y traducción de la misma, del informe sobre la investigación hecha por los servicios de aduana del Estado requirente, o por otro organismo federal para la aplicación de la ley que haya sido designado al efecto, en el que se haga constar que la aeronave fue efectivamente robada, o en el caso de una aeronave que haya sido materia de disposición ilícita, en el que se describan las circunstancias del arrendamiento. El informe incluirá copia de cualquier denuncia de robo hecha dentro de un plazo razonable ante una autoridad competente. En el caso de que la denuncia del robo se hubiera hecho con posterioridad a la detención de la aeronave, la persona que pide su devolución deberá proporcionar un documento que justifique, a satisfacción del Estado requerido, las razones de su tardanza en denunciar el robo y podrá proporcionar cualquier otra documentación que la fundamente. Una vez que la solicitud para la devolución ha sido hecha, el Estado requerido puede solicitar información adicional sobre las circunstancias del arrendamiento; por su parte, el Estado requirente puede proporcionar información complementaria.

(e) Poder otorgado ante Notario Público por el propietario o su representante legal en que se autorice a otra persona a recuperar la aeronave, en los casos en que quien solicita la devolución de una aeronave no sea el propietario.

(3) Salvo acuerdo en contrario entre las Partes, la solicitud para la devolución de un vehículo o aeronave

deberá ir acompañada de copias certificadas de los documentos examinados por el funcionario consular y sólo se requerirán traducciones de los documentos especificados en los párrafos 1 ó 2 de este artículo.

ARTICULO IV

(1) La autoridad que tenga custodia del vehículo o de la aeronave determinará, tan pronto como sea factible después del recibo de la solicitud de devolución, si dicha solicitud reúne los requisitos que establece la presente Convención.

(2) Una vez que la autoridad a cuya disposición se encuentre el vehículo o aeronave determine que la solicitud para la devolución de dicho vehículo o aeronave llena todos los requisitos de esta Convención, el vehículo o aeronave deberá entregarse a la persona identificada en la solicitud como propietario o como representante autorizado de éste, dentro de los quince días siguientes.

(3) Si un vehículo o aeronave cuya devolución es solicitada hubiera sido detenida en relación con una averiguación o proceso penal, su devolución se efectuará cuando ya no se le requiera para los fines de esa averiguación o de ese proceso.

ARTICULO V

El Estado requerido deberá tomar las medidas pertinentes para permitir que el propietario, o su representante autorizado, reciba el vehículo o aeronave y regrese con el mismo al territorio del Estado requirente.

ARTICULO VI

(1) El Estado requerido no impondrá impuesto alguno ni multas u otras sanciones pecuniarias sobre vehículos o aeronaves devueltos conforme a los términos de esta Convención.

(2) Los gastos efectivos incurridos en la devolución de un vehículo o aeronave deberán ser cubiertos por la persona que solicitó su devolución y deberán ser pagados antes de la devolución del vehículo o aeronave.

(3) El costo de la traducción de los documentos a que se hace referencia en el artículo III, párrafos (1)(c) y (2)(d), deberá considerarse como gasto propio de la devolución del vehículo o aeronave.

(4) En casos especiales, los gastos de devolución podrán incluir el costo de cualquier reparación o reacondicionamiento de un vehículo o aeronave que haya sido necesario para permitir el transporte del vehículo o aeronave al lugar de depósito o para mantenerlo en las condiciones en que fue encontrado. La persona que solicita la devolución de un vehículo o aeronave no será responsable de los costos de cualquier otro trabajo realizado en el vehículo o aeronave durante el tiempo en que estuvo bajo la custodia de una autoridad del Estado requerido.

(5) Ninguna persona tendrá derecho a recibir compensación de las autoridades que encuentren el vehículo o la aeronave por cualquier tipo de daños que resulten de la detención o depósito de acuerdo con las disposiciones de esta Convención.

ARTICULO VII

Para los efectos de esta Convención:

(1) Un vehículo o aeronave se considerará "robado" cuando su tenencia haya sido obtenida sin el consentimiento del propietario o de otra persona que tenga facultad legal para disponer del vehículo o aeronave.

(2) Un vehículo o aeronave se considerará "materia de disposición ilícita" sólo cuando:

(a) el acto es ejecutado por la persona que lo haya rentado a una empresa legalmente autorizada para dicho propósito dentro del curso normal de los negocios de ésta, o

(b) ha sido usado para un fin no autorizado por el depositario designado mediante actuación oficial o judicial.

Con respecto a los vehículos o aeronaves que hayan sido materia de disposición ilícita, se presumirá que ésta tuvo lugar en el Estado requirente.

(3) "Delito" significa un acto u omisión que pueda ser objeto de extradición, de conformidad con las disposiciones del Tratado de Extradición en vigor entre las Partes.

(4) "Lugar de depósito" significa el lugar en el que las autoridades guardan normalmente los vehículos o aeronaves detenidos.

(5) "Vehículo" significa cualquier automóvil, camión, autobús, motocicleta, remolque o "trailer".

(6) "Aeronave" significa cualquier vehículo auto-propulsado utilizado o diseñado para volar.

(7) "Copia certificada" significa cualquier copia expedida por la autoridad otorgante o por un funcionario consular de una Parte debidamente acreditado ante la otra en la que se da fe de que es copia fiel del original.

ARTICULO VIII

(1) Las controversias que surjan respecto a la aplicación de esta Convención deberán resolverse por la vía diplomática.

(2) Esta Convención estará sujeta a ratificación. Entrará en vigor en la fecha del canje de los instrumentos de ratificación y continuará en vigor indefinidamente. Esta Convención reemplazará a la Convención del 6 de octubre de 1936.

(3) Al cumplirse un año de aplicación de la presente Convención, cualquiera de las Partes podrá solicitar una reunión a fin de examinar la forma como se ha aplicado la misma.

(4) Se podrá dar por terminada por medio de notificación escrita de cualquiera de las Partes a la otra, en cuyo caso expirará noventa días después de la fecha en que se haya recibido dicha notificación.

HECHA EN Washington, por duplicado, el 15 de enero de 1981, en inglés y español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMÉRICA:

POR LOS ESTADOS UNIDOS MEXICANOS:

ANEXO A

Solicitud para la Devolución de Vehículos Robados o que Hayan Sido Materia de Disposición Ilícita

El Consulado en ( ) (o la Embajada) de ( ) respetuosamente solicita a (la autoridad correspondiente) la devolución a su propietario del vehículo abajo descrito, de conformidad con la Convención entre los Estados Unidos de América y los Estados Unidos Mexicanos para la Recuperación y Devolución de Vehículos y Aeronaves Robados o Materia de Disposición Ilícita:

Marca:
Modelo (año):
Tipo:
Número de serie o de motor:
Número de placas:
Propietario registrado:

El Consulado (o la Embajada de) certifica que ha examinado los siguientes documentos presentados por _____ como prueba de propiedad del vehículo, mismos que han sido encontrados debidamente certificados de conformidad con las leyes de _____.

a.
b.
c.
d.

Párrafo final de estilo

Lugar y fecha

Anexos

ANEXO B

Solicitud para la Devolución de Aeronaves Robadas o que Hayan Sido Materia de Disposición Ilícita

La Embajada de _____ respetuosamente solicita a (autoridad correspondiente) la devolución a su propietario de la aeronave abajo descrita, de conformidad con la Convención entre los Estados Unidos de América y los Estados Unidos Mexicanos para la Recuperación y Devolución de Vehículos y Aeronaves Robados o Materia de Disposición Ilícita:

Marca:
Modelo:
Número de serie o de motor:
Matrícula:
Propietario registrado:

La Embajada de _____ certifica que ha examinado los siguientes documentos presentados por _____ como prueba de propiedad de la aeronave, mismos que han sido encontrados debidamente certificados de conformidad con las leyes de _____.

a.
b.
c.
d.

Párrafo final de estilo

Lugar y fecha

Anexos

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10654

ATOMIC ENERGY

Reactor Safety Research and Development

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Arrangement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC OF
GERMANY

Signed at Washington April 30, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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Washington, D.C. 20402

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Reactor Safety Research and Development

Arrangement signed at Washington April 30, 1981;
Entered into force April 30, 1981.

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION AND THE BUNDESMINISTER FUER FORSCHUNG UND TECHNOLOGIE OF THE FEDERAL REPUBLIC OF GERMANY IN THE FIELD OF REACTOR SAFETY RESEARCH AND DEVELOPMENT

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC) and the Bundesminister fuer Forschung und Technologie of the Federal Republic of Germany (BMFT)

(a) have a mutual interest in cooperation in the field of reactor safety research and development, with the objective of improving and thus ensuring the safety of reactors on an international basis;

(b) have cooperated in the field of reactor safety under the terms of a 5-year technical exchange and cooperative arrangement, originally signed on March 6, 1974 between the United States Atomic Energy Commission (USAEC) and the BMFT, but continued after January 19, 1975 as between the USNRC and the BMFT;

(c) have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement;

(d) have considered the arrangement on cooperation in the field of nuclear facilities safety between the Federal Ministry of the Interior of the Federal Republic of Germany (BMI) and the USNRC, signed on October 1, 1975; [1]

hereby agree as follows:

[1] TIAS 9069; 29 UST 4612.

ARTICLE 1 - OBJECTIVE

The USNRC and the BMFT will continue their cooperation in the field of reactor safety research and development in accordance with the provisions of this Arrangement and on the basis of reasonable equality and reciprocity. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and national policy. Should any conflict arise between the terms of this Arrangement and those laws, regulations and national policy, the parties agree to consult before any action is taken.

ARTICLE 2 - FORM OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

2.2 The temporary assignment of personnel of one party or of its contractors to the laboratory or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment of staff agreement between the parties.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project shall be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the parties and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the approval of such entities will in general be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

ARTICLE 3 - SCOPE OF INFORMATION EXCHANGE

3.1 Each party will make available to the other information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, in the technical areas listed in Appendix A, in which the parties are sponsoring reactor safety research. Other appendices may be added, as agreed, to provide for cooperation in other areas of reactor safety.

3.2 Each party will promptly transmit and call to the other party's attention any information on its research results appearing to have significant safety implications.

3.3 The parties may also exchange information on any other topic by agreement.

ARTICLE 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1 All information developed or transmitted under this Arrangement, except for proprietary information referred to in Articles 5.2, 5.3, 5.4, 5.5 and 5.6, will be made available to each party and to its governmental authorities, contractors, subcontractors and other domestic representatives cooperating with the party. The parties may also disseminate such nonproprietary information to the public through their customary channels and in accordance with their normal procedures.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, invention, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commerical purposes or made public without the consent of the transmitting party. Such information is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement dated _____ between the USNRC and the BMFT, this document containing proprietary information shall not be disseminated outside the recipient's organization without prior approval of _____."

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and

(c) On an as-needed case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license,

provided that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into either between a party and a recipient or the owner and a recipient.

5.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.6 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.7 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

5.8 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

ARTICLE 6 - PATENTS

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists:

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchanges samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived by the other party prior to the execution of this Arrangement, or made or conceived by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.2 The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 8 - FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 10 years, unless extended for a further period of time by agreement of the parties.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

8.3 This Arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United States within 3 months from the date of entry into force of this Arrangement.

Done in Washington, D.C. in the English language. An authentic German language text will be prepared and signed by mail at a later date.[1]

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: [2]

TITLE: Chairman

DATE: 30 April 1981

FOR THE BUNDESMINISTER FUER FORSCHUNG UND TECHNOLOGIE OF THE FEDERAL REPUBLIC OF GERMANY

BY: [3]

TITLE:

DATE: 30 April 1981

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[1] The German text was signed Jan. 21 and Mar. 8, 1983.

[2] Joseph M. Hendrie.

[3] Hans H. Haunschild.

APPENDIX A

REACTOR SAFETY RESEARCH AREAS INCLUDED FOR USNRC-BMFT TECHNICAL EXCHANGE AND COOPERATION

A. LWR SAFETY RESEARCH

1. LWR Accident Behavior And Consequences

   1.1 Separate Effects Testing
   (Blowdown Heat Transfer, ECC Bypass, Reflood, 3D Effects, Pump Characteristics)

   1.2 LOCA Integral System Testing
   (LOFT, Semiscale, PKL, LOBI)

   1.3 LOCA-ECCS Analysis
   (Large Break And Small Break)

   1.4 Fuel Behavior Under Accident Conditions
   (LOC/Overpower Transients, F.P. Release, Fuel Meltdown, Code Development)

   1.5 Containment Testing And Analysis
   (Dynamic Loadings, Pressure Suppression, H2 Production)

2. Primary System Integrity

   2.1 Materials And Mechanical Problems

   2.2 Quality Assurance
   (NDE Methodology)

3. Mechanical And Structural Engineering

   3.1 Behavior And Integrity of Mechanical And Structural Components Under Reactor Operation And Accident Conditions

4. Site Safety

   4.1 External Impacts
   (Earthquakes, Chemical Explosions, Airplanes)

   4.2 F.P. Release And Transport

5. Operational Safety

5.1 Noise Diagnostics For Safety Assessment

5.2 Human Factors

5.3 Qualification Testing Evaluation

5.4 Fire Protection

5.5 Valve Modeling And Testing

6. Risk And Reliability Analysis

B. FAST REACTOR SAFETY RESEARCH

1. Hypothetical Core Disassembly Accident

(Accident Analysis And Analytical Model Development)

1.1 Safety Studies

1.2 Theoretical Methods And Tools

1.2.1 Predisassembly, Disassembly And Transition Phase

1.2.2 Transient - System Behavior

1.2.3 System Integrity, Including Failure Criteria For Vessel, Vessel Internals And Piping, And Applications

1.3 Experiment Supporting The Theoretical Tools

1.3.1 Out-Pile Experiments

1.3.2 In-Pile Investigations of Transient Fuel Pin Behavior

1.4 Post-Accident Heat Removal

1.5 Aerosols

1.5.1 Source Term, Aerosol Production

1.5.2 Aerosol Behavior

1.5.3 Sodium Fire Effects

2. Local Faults
   - 2.1 Local Coolant Disturbances And Propagation
   - 2.2 Hexcan Deformation Caused by Local Pressure Pulses
   - 2.3 In-Pile Experiments
3. Safety Test Facilities
4. Studies Related To Risk And Reliability Assessment

Vereinbarung

zwischen

dem Bundesminister für Forschung und Technologie
der Bundesrepublik Deutschland

und

der Nuclear Regulatory Commission
der Vereinigten Staaten von Amerika

über

technischen Austausch und Zusammenarbeit

auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung

Im Hinblick darauf, daß der Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland (BMFT) und die Nuclear Regulatory Commission der Vereinigten Staaten (USNRC)

a) ein gemeinsames Interesse an Zusammenarbeit auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung haben mit dem Ziel, auf internationaler Grundlage die Sicherheit von Reaktoren zu erhöhen und dadurch zu gewährleisten;

b) auf dem Gebiet der Reaktorsicherheit im Rahmen einer fünfjährigen Vereinbarung über technischen Austausch und Zusammenarbeit, die ursprünglich am 6. März 1974 von dem BMFT und der Atomic Energy Commission (Atomenergiekommission der Vereinigten Staaten (USAEC)) unterzeichnet und nach dem 19. Januar 1975 zwischen dem BMFT und der USNRC fortgeführt wurde, zusammengearbeitet haben;

c) den Wunsch geäußert haben, die aufgrund der genannten Vereinbarung begonnene Zusammenarbeit fortzusetzen und dementsprechend ihre Zusammenarbeit bis zum Abschluß der vorliegenden Vereinbarung fortgeführt haben;

d) die am 1. Oktober 1975 zwischen dem Bundesministerium des Innern der Bundesrepublik Deutschland (BMI) und der USNRC geschlossene Vereinbarung über Zusammenarbeit auf dem Gebiet der Sicherheit kerntechnischer Einrichtungen (BGBl. 76 II 229) in ihre Erwägungen einbezogen haben -

vereinbaren die Vertragsparteien hiermit folgendes:

Artikel 1

Ziel

Der BMFT und die USNRC setzen ihre Zusammenarbeit in der Reaktorsicherheitsforschung und -entwicklung gemäß dieser Vereinbarung und auf der Grundlage angemessener Gleichberechtigung und Gegenseitigkeit fort. Diese Vereinbarung verpflichtet eine Partei nicht zu Maßnahmen, die im Widerspruch zu ihren jeweiligen Gesetzen, Vorschriften oder ihrer Politik stünden. Sollte zwischen den Bestimmungen dieser Vereinbarung und den jeweiligen Gesetzen, Vorschriften oder der jeweiligen Politik ein Widerspruch entstehen, so konsultieren sich die Vertragsparteien, bevor sie Maßnahmen treffen.

Artikel 2

Form der Zusammenarbeit

Die Zusammenarbeit zwischen den Vertragsparteien kann in folgender Form vor sich gehen:

2.1 Informationsaustausch in Form von technischen Berichten, Versuchsdaten, Schriftwechsel, Informationsblättern, Besuchen, gemeinsamen Tagungen von Sachverständigen oder durch andere von den Vertragsparteien vereinbarte Verfahren.

2.2 Vorübergehende Abstellung von Personal der einen Vertragspartei oder ihrer Auftragnehmer zu den der anderen Vertragspar-

tei gehörenden oder von ihr geförderten Forschungseinrichtungen; jede derartige Abstellung wird als Einzelfall behandelt und ist Gegenstand einer gesonderten Personalabstellungsvereinbarung zwischen den Vertragsparteien.

2.3 Durchführung gemeinsamer Programme und Projekte, auch solcher mit einer Arbeitsteilung zwischen den Vertragsparteien; alle derartigen Programme und Projekte werden von Fall zu Fall geprüft und sind Gegenstand gesonderter Vereinbarungen zwischen den Parteien.

2.4 Benutzung von Forschungseinrichtungen, die der einen Vertragspartei gehören oder von ihr gefördert werden, durch die andere Vertragspartei; eine derartige Benutzung von Einrichtungen ist Gegenstand gesonderter Vereinbarungen zwischen den Vertragsparteien und kann kommerziellen Bedingungen unterliegen.

2.5 Für den Fall, daß eine Vertragspartei den Wunsch äußert, Einrichtungen, die nicht den Vertragsparteien selbst gehören oder von ihnen betrieben werden, zu besuchen, zu benutzen oder Personal dorthin abzustellen, erkennen die Vertragsparteien an, daß im allgemeinen die Bedingungen des Besuchs, der Abstellung oder der Benutzung der Zustimmung der Eigentümer oder Betreiber bedürfen.

2,6 Jede sonstige zwischen den Vertragsparteien vereinbarte Form.

Artikel 3

Umfang des Informationsaustausches

3.1 Jede Vertragspartei macht der anderen Vertragspartei Informationen über Reaktorsicherheitsforschung und -entwicklung zugänglich, zu deren Weitergabe sie berechtigt ist und die sich entweder in ihrem Besitz befinden oder ihr zur Verfü-

gung stehen, und zwar auf den in Anhang A aufgeführten technischen Gebieten, auf denen die Vertragsparteien die Reaktorsicherheitsforschung fördern. Weitere Anhänge über eine Zusammenarbeit auf anderen Gebieten der Reaktorsicherheit können - wie vereinbart - hinzukommen.

3.2 Jede Vertragspartei übermittelt der anderen sogleich Informationen über ihre Forschungsergebnisse, die sicherheitstechnisch besonders bedeutsam erscheinen und macht dabei auf deren Bedeutung aufmerksam.

3.3 Die Vertragsparteien können aufgrund einer Absprache auch Informationen über jedes andere Thema austauschen.

Artikel 4

Verwaltungstechnische Durchführung der Vereinbarung

Jede Vertragspartei benennt als Koordinator einen leitenden Regierungsbeamten, der ihre Beteiligung am gesamten Austausch koordiniert. Etwa einmal jährlich halten die Koordinatoren eine Sitzung ab, um den Fortgang des Austausches und der durch diese Vereinbarung begründeten Zusammenarbeit zu überprüfen, um Änderungen zur Verbesserung und zum Ausbau der Zusammenarbeit zu empfehlen, und um Themen im Rahmen der Zusammenarbeit zu erörtern. Zeit, Ort und Tagesordnung dieser Sitzungen werden im voraus vereinbart.

Artikel 5

Informationsaustausch und -nutzung

5.1 Alle im Rahmen dieser Vereinbarung gewonnenen oder übermittelten Informationen, außer den in Artikel 5.2, 5.3, 5.4, 5.5 und 5.6 genannten rechtlich geschützten Informationen,

werden jeder Vertragspartei und den Regierungsstellen, Auftragnehmern, Unterauftragnehmern sowie anderen, mit der Vertragspartei zusammenarbeitenden inländischen Stellen zugänglich gemacht. Diese nicht rechtlich geschützten Informationen können die Vertragsparteien über die üblichen Kanäle und entsprechend ihren üblichen Verfahren auch der Öffentlichkeit zugänglich machen.

5.2 Die Vertragsparteien erkennen an, daß sie sich bei dem Informationsaustausch oder bei anderer Zusammenarbeit gegenseitig rechtlich geschützte Informationen zur Verfügung stellen können. Derartige Informationen, einschließlich Betriebsgeheimnisse, Erfindungen, Patentinformationen und Know-how, die im Rahmen dieser Vereinbarung zugänglich gemacht werden und die einen Vermerk über ihre beschränkte Weitergabe tragen, werden von der empfangenden Vertragspartei entsprechend behandelt und ohne die Zustimmung der übermittelnden Vertragspartei weder für gewerbliche Zwecke genutzt noch veröffentlicht. Diese Informationen werden wie folgt definiert:

a) Informationen, die von Firmen üblicherweise geheimgehalten werden;

b) Informationen, die nicht allgemein bekannt oder aus anderen Quellen öffentlich zugänglich sind;

c) Informationen, die von der übermittelnden Vertragspartei oder Dritten bisher nur unter Vereinbarung ihrer Vertraulichkeit weitergegeben worden sind, und

d) Informationen, die sich nicht bereits im Besitz der empfangenden Vertragspartei oder ihrer Auftragnehmer befinden.

5.3 Die Vertragspartei, die im Rahmen dieser Vereinbarung rechtlich geschützte Informationen erhält, beachtet diese Besonderheit, vorausgesetzt, die betreffende rechtlich geschützte Information ist von der übermittelnden Vertragspartei entsprechend gekennzeichnet und trägt den folgenden (oder einen im wesentlichen ähnlichen) einschränkenden Vermerk:

"Außer in den in der Vereinbarung vom ..... zwischen dem BMFT und der USNRC geregelten Fällen darf dieses Dokument, das rechtlich geschützte Informationen enthält, außerhalb der Organisation des Empfängers nur mit vorheriger Genehmigung des ..... weitergegeben werden."

5.4 Rechtlich geschützte Informationen der oben bezeichneten Art, die sich die Vertragsparteien im Rahmen dieser Vereinbarung gegenseitig zur Verfügung stellen, werden ausschließlich zur Förderung von Reaktorsicherheitsprogrammen in dem empfangenden Staat verwendet. Ihre Weitergabe ist, sofern nichts anderes vereinbart wird, wie folgt beschränkt:

a) auf Personen im Zuständigkeitsbereich der empfangenden Vertragspartei oder auf deren Bedienstete und andere beteiligte Regierungsstellen der empfangenden Vertragspartei;

b) auf Haupt- oder Unterauftragnehmer der empfangenden Vertragspartei zur ausschließlichen Verwendung innerhalb des Staates der empfangenden Vertragspartei und im Rahmen ihres Vertrags oder ihrer Verträge mit der betreffenden Partei, die Arbeiten im Zusammenhang mit dem Gegenstand der auf diese Weise weitergegebenen Informationen durchführt, und

c) im Einzelfall - wenn nötig - auf Einrichtungen, die von der empfangenden Vertragspartei die Genehmigung erhalten haben, nukleare Produktions- oder Nutzungsanlagen zu errichten oder zu betreiben, vorausgesetzt, daß die Informationen nur im Rahmen der Genehmigung und für Arbeiten im Zusammenhang mit den auf diese Weise weitergegebenen Informationen verwendet werden, sowie

d) auf Auftragnehmer der in Buchstabe c) genannten, mit einer Genehmigung ausgestatteten Einrichtungen, die solche Informationen erhalten, jedoch nur zur Verwendung bei Arbeiten im Rahmen der Genehmigung, sofern die an eine Person nach Buchstabe b), c) oder d) weitergegebenen Informationen unter eine entweder zwischen einer Vertrags-

partei und einem Empfänger oder dem Berechtigten und einem Empfänger geschlossene Vereinbarung über die Vertraulichkeit fallen.

5.5 Jede Vertragspartei wird alle Anstrengungen unternehmen, um sicherzustellen, daß die rechtlich geschützten Informationen, die sie im Rahmen dieser Vereinbarung erhält, im Einklang mit dieser Vereinbarung behandelt werden. Stellt eine Vertragspartei fest, daß sie nicht oder höchstwahrscheinlich nicht in der Lage sein wird, die Bestimmungen dieses Artikels über die Nichtweitergabe zu erfüllen, so teilt sie dies der anderen Vertragspartei sofort mit. Die Vertragsparteien werden sich dann konsultieren, um ein geeignetes Vorgehen festzulegen.

5.6 Rechtlich geschützte Informationen, die bei Seminaren und anderen im Rahmen dieser Vereinbarung veranstalteten Tagungen mündlich mitgeteilt werden, oder Informationen, die sich aus der Abstellung von Personal, der Benutzung von Anlagen oder aus gemeinsamen Projekten ergeben, werden von den Vertragsparteien entsprechend den in diesem Artikel niedergelegten Grundsätzen behandelt, jedoch mit der Maßgabe, daß die Vertragspartei, die solche rechtlich geschützten Informationen weitergibt, den Empfänger auf den besonderen Charakter der mitgeteilten Information aufmerksam macht.

5.7 Die Anwendung oder Nutzung einer zwischen den Vertragsparteien auf Grund dieser Vereinbarung ausgetauschten oder übermittelten Information obliegt der empfangenden Vertragspartei; die übermittelnde Vertragspartei übernimmt keine Gewähr dafür, daß diese Information für eine bestimmte Verwendung oder Nutzung geeignet ist.

5.8 Diese Vereinbarung schließt die Benutzung oder Weitergabe von Informationen nicht aus, die eine Vertragspartei aus Quellen außerhalb dieser Vereinbarung erhalten hat.

...

Artikel 6

Patente

6.1 Für jede bei der Durchführung dieser Vereinbarung gemachte oder tatsächlich zum ersten Mal in die Praxis umgesetzte Erfindung oder Entdeckung gilt folgendes:

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Artikel 7

Kosten

Sofern die Vertragsparteien nicht ausdrücklich etwas anderes vereinbaren, werden alle bei der Durchführung dieser Vereinbarung entstehenden Kosten von der Vertragspartei getragen, bei der sie entstehen. Es gilt als vereinbart, daß die Vertragsparteien ihre Verpflichtungen nur erfüllen können, wenn bewilligte Haushaltsmittel zur Verfügung stehen.

Artikel 8

Schlußbestimmungen

8.1 Diese Vereinbarung tritt am Tage des letzten Unterzeichnungsdatums in Kraft und gilt vorbehaltlich der Nummer 8.2 für 10 Jahre, sofern sie nicht von den Vertragsparteien einvernehmlich um einen weiteren Zeitraum verlängert wird.

8.2 Jede Vertragspartei kann diese Vereinbarung mit einer Kündigungsfrist von 6 Monaten vor dem beabsichtigten Wirksamwerden schriftlich kündigen.

8.3 Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten innerhalb von 3 Monaten nach Inkrafttreten dieser Vereinbarung eine gegenteilige Erklärung abgibt.

Geschehen zu Washington, D.C. in englischer Sprache am 30. April 1981.
(Ein verbindlicher deutscher Wortlaut wird erstellt und zu einem späteren Zeitpunkt durch Schriftwechsel unterzeichnet.)

Für den Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland	Für die United States Nuclear Regulatory Commission
[signature]	[signature] [1]
Staatssekretär	Vorsitzender
Bonn, den 21.1.1983	Washington, den March 3, 1983

[1] Nunzio J. Palladino.

Anhang A

Gebiete der Reaktorsicherheitsforschung für den technischen Austausch und die Zusammenarbeit zwischen dem BMFT und der USNRC

A. Leichtwasserreaktoren-Sicherheitsforschung

1. Verhalten von Leichtwasserreaktoren im Störfall und Folgen

1.1 Einzeleffektuntersuchung
(Wärmeübergang bei Kühlmittelverlust, Notkühlkreislauf, Wiederfluten, 3 D-Wirkungen, Pumpeneigenschaften)

1.2 Untersuchung des Gesamtsystems beim Kühlmittelverlust
(Kühlmittelverlust, Semiscale, PKL, LOBI)

1.3 Analyse der Notkühlkreisläufe im Falle des Kühlmittelverlustes (großer Bruch und kleiner Bruch)

1.4 Brennstoffverhalten unter Störfallbedingungen
(Kühlmittelverlust, Leistungstransienten, Freisetzung von Spaltprodukten, Hüllrohrschmelzen, Code-Entwicklung)

1.5 Untersuchung und Analyse des Containment
(dynamische Belastung, Druckabbau, Wasserstofffreisetzung)

2. Integrität des Primärsystems

2.1 Werkstoff- und mechanische Probleme

2.2 Qualitätssicherung
(zerstörungsfreie Methoden)

3. Maschinenbau und Bautechnik

3.1 Verhalten und Integrität von Geräte- und Strukturteilen unter Betriebs- und Störfallbedingungen

4. Sicherheit des Standortes

4.1 Äußere Einwirkungen
(Erdbeben, chemische Explosionen, Flugzeuge)

4.2 Freisetzung und Beförderung von Spaltprodukten

5. Betriebssicherheit

5.1 Schallemissionsanalyse zur Sicherheitsbewertung

5.2 Menschliches Versagen

5.3 Bewertung von Qualifikationsprüfungen

5.4 Brandschutz

5.5 Gestaltung und Erprobung von Ventilen

6. Risiko- und Zuverlässigkeitsanalysen

B. Sicherheitsforschung für Schnelle Reaktoren

1. Hypothetischer Störfall der Kernzerstörung
(Störfallanalyse und Entwicklung eines Analysemodells)

1.1 Sicherheitsuntersuchungen

1.2 Theoretische Methoden und Instrumente

1.2.1 Phasen vor der Kernzerstörung während der Kernzerstörung und in der Übergangsphase

1.2.2 Transientes Systemverhalten

1.2.3 Integrität des Systems, einschließlich Kriterien für Defekte am Druckgefäß, an den Einbauten im Druckgefäß und an den Leitungen sowie Anwendungen

1.3 Experimente zur Absicherung theoretischer Methoden

1.3.1 Out-pile Experimente

1.3.2 In-Pile Untersuchungen des transienten Brennstabverhaltens

1.4 Wärmeableitung nach dem Störfall

1.5 Aerosole
1.5.1 Quellterm, Aerosolausbreitung
1.5.2 Aerosolverhalten
1.5.3 Auswirkungen eines Natriumbrandes

2. Örtlich begrenzte Defekte

2.1 Örtlich begrenzte Störungen des Kühlmittelflusses und deren Fortsetzung

2.2 Verformung der hexagonalen Brennelementkästen infolge örtlicher Druckimpulse

2.3 Experimente innerhalb des Reaktors

3. Anlagen für Sicherheitstests

4. Studien zur Risiko- und Zuverlässigkeitsbewertung

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Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Adopted at London November 19, 1981

10:

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Adopted at London November 19, 1981, as rectified by the procès-verbaux of September 8, 1982 and March 17, 1983;
Entered into force June 1, 1983.

INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION

IMCO

RESOLUTION A.464(XII)

adopted on 19 November 1981

AMENDMENTS TO THE INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1972 [1]

THE ASSEMBLY,

RECALLING Article VI of the Convention on the International Regulations for Preventing Collisions at Sea, 1972, on amendments to the Regulations,

RECALLING ALSO resolution A.431(XI) entitled "Recommendation concerning vessels restricted in their ability to manoeuvre when engaged in an operation for the maintenance of safety of navigation in a traffic separation scheme" including the decision to consider at its twelfth session the adoption of a corresponding amendment to Rule 10 of the International Regulations for Preventing Collisions at Sea, 1972,

HAVING CONSIDERED the above and other amendments to the International Regulations for Preventing Collisions at Sea, 1972, adopted by the Maritime Safety Committee at its forty-fourth session and communicated to all Contracting Parties in accordance with paragraph 2 of Article VI of that Convention and also the recommendations of the Maritime Safety Committee concerning entry into force of these amendments,

1 ADOPTS, in accordance with paragraph 3 of Article VI of the Convention, the amendments set out in the Annex to the present resolution;

2 DECIDES, in accordance with paragraph 4 of Article VI of the Convention, that each amendment shall enter into force on 1 June 1983 unless by 1 June 1982 more than one third of the Contracting Parties have notified their objection to the amendments;

3 REQUESTS the Secretary-General, in conformity with paragraph 3 of Article VI, to communicate this resolution to all Contracting Parties to the Convention for acceptance, together with copies to all Members of the Organization;

4 INVITES Contracting Parties to submit any objections to the amendments not later than 1 June 1982 whereafter the amendments will be deemed to enter into force as determined in this resolution.

[1] TIAS 8587; 28 UST 3459.

ANNEX

AMENDMENTS TO THE INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1972

1 Rule 1(c)

Amend to read:

"(c) Nothing in these Rules shall interfere with the operation of any special rules made by the Government of any State with respect to additional station or signal lights, shapes or whistle signals for ships of war and vessels proceeding under convoy, or with respect to additional station or signal lights or shapes for fishing vessels engaged in fishing as a fleet. These additional station or signal lights, shapes or whistle signals shall, so far as possible, be such that they cannot be mistaken for any light, shape or signal authorized elsewhere under these Rules."

2 Rule 3(g)

Replace the sentence immediately before sub-paragraphs (i) to (vi) by the following:

"The term 'vessels restricted in their ability to manoeuvre' shall include but not be limited to:".

3 Rule 3(g)(v)

Replace the word "minesweeping" by the word "mineclearance".

4 Rule 10(b)(iii)

Replace the words "when joining or leaving from the side" by the words "when joining or leaving from either side".

5 Rule 10(d)

Add the following sentence to the present text:

"However, vessels of less than 20 metres in length and sailing vessels may under all circumstances use inshore traffic zones."

6 Rule 10(e)

Amend to read:

"(e) A vessel other than a crossing vessel or a vessel joining or leaving a lane shall not normally enter ...".

7 Rule 10(k)

Add the following new paragraph:

"(k) A vessel restricted in her ability to manoeuvre when engaged in an operation for the maintenance of safety of navigation in a traffic separation scheme is exempted from complying with this Rule to the extent necessary to carry out the operation."

8 Rule 10(l)

Add the following new paragraph:

"(l) A vessel restricted in her ability to manoeuvre when engaged in an operation for the laying, servicing or picking up of a submarine cable, within a traffic separation scheme, is exempted from complying with this Rule to the extent necessary to carry out the operation."

9 Rule 13(a)

Amend to read:

"(a) Notwithstanding anything contained in the Rules of Part B, Sections I and II ..."

10 Rule 22(d)

Add a new paragraph:

"(d) In inconspicuous, partly submerged vessels or objects being towed:
- a white all-round light, 3 miles."

11 Rule 23(c)

Amend to read:

"(c)(i) A power-driven vessel of less than 12 metres in length may in lieu of the lights prescribed in paragraph (a) of this Rule exhibit an all-round white light and sidelights;

(ii) a power-driven vessel of less than 7 metres in length whose maximum speed does not exceed 7 knots may in lieu of the lights prescribed in paragraph (a) of this Rule exhibit an all-round white light and shall, if practicable, also exhibit sidelights;

(iii) the masthead light or all-round white light on a power-driven vessel of less than 12 metres in length may be displaced from the

fore and aft centreline of the vessel if centreline fitting is not practicable, provided that the sidelights are combined in one lantern which shall be carried on the fore and aft centreline of the vessel or located as nearly as practicable in the same fore and aft line as the masthead light or the all-round white light."

12 Rule 24(a)(i) and (c)(i)

Insert "or (a)(ii)" after "in Rule 23(a)(i)" and delete "forward".

13 Rule 24(d)

Replace the words "paragraphs (a) and (c)" in the first line by the words "paragraph (a) or (c)".

14 Rule 24(e)

Amend the lead-in sentence to read:

"A vessel or object being towed, other than those mentioned in paragraph (g) of this Rule, shall exhibit:"

15 Rule 24(g)

Insert the following new paragraph (g):

"(g) An inconspicuous, partly submerged vessel or object, or combination of such vessels or objects being towed, shall exhibit:

(i) if it is less than 25 metres in breadth, one all-round white light at or near the forward end and one at or near the after end except that dracones need not exhibit a light at or near the forward end;

(ii) if it is 25 metres or more in breadth, two additional all-round white lights at or near the extremities of its breadth;

(iii) if it exceeds 100 metres in length, additional all-round white lights between the lights prescribed in sub-paragraphs (i) and (ii) so that the distance between the lights shall not exceed 100 metres;

(iv) a diamond shape at or near the aftermost extremity of the last vessel or object being towed and if the length of the tow exceeds 200 metres an additional diamond shape where it can best be seen and located as far forward as is practicable."

16 Rule 24(h)

Reletter existing paragraph (g), which becomes paragraph (h), and amend it to read:

"(h) Where from any sufficient cause it is impracticable for a vessel or object being towed to exhibit the lights or shapes prescribed in paragraph (e) or (g) of this Rule, all possible measures shall be taken to light the vessel or object towed or at least to indicate the presence of such vessel or object."

17 Rule 24(i)

Add the following new paragraph:

"(i) Where from any sufficient cause it is impracticable for a vessel not normally engaged in towing operations to display the lights prescribed in paragraph (a) or (c) of this Rule, such vessel shall not be required to exhibit those lights when engaged in towing another vessel in distress or otherwise in need of assistance. All possible measures shall be taken to indicate the nature of the relationship between the towing vessel and the vessel being towed as authorized by Rule 36, in particular by illuminating the towline."

18 Rule 25(b)

Amend "12 metres" to read "20 metres".

19 Rule 27(b) (preamble)

Replace the word "minesweeping" by the word "mineclearance" in the first sentence.

20 Rule 27(b)(iii)

Replace the words "masthead lights" by the words "a masthead light or lights".

21 Rule 27(c)

Amend to read:

"A power-driven vessel engaged in a towing operation such as severely restricts the towing vessel and her tow in their ability to deviate from their course shall, in addition to the lights or shapes prescribed in Rule 24(a), exhibit the lights or shapes prescribed in sub-paragraphs (b)(i) and (ii) of this Rule."

22 Rule 27(d)

- Replace the words "paragraph (b)" by the words "sub-paragraphs (b)(i), (ii) and (iii)";
- delete existing sub-paragraph (iii);
- renumber existing sub-paragraph (iv) which becomes (iii) and amend it to read:

"(iii) when at anchor, the lights or shapes prescribed in this paragraph instead of the lights or shape prescribed in Rule 30."

23 Rule 27(e)

Amend to read:

"(e) Whenever the size of a vessel engaged in diving operations makes it impracticable to exhibit all lights and shapes prescribed in paragraph (d) of this Rule, the following shall be exhibited:

(i) three all-round lights in a vertical line where they can best be seen. The highest and lowest of these lights shall be red and the middle light shall be white;

(ii) a rigid replica of the International Code flag "A" not less than 1 metre in height. Measures shall be taken to ensure its all-round visibility."

24 Rule 27(f)

Amend to read:

"A vessel engaged in mineclearance operations shall in addition to the lights prescribed for a power-driven vessel in Rule 23 or to the lights or shape prescribed for a vessel at anchor in Rule 30 as appropriate, exhibit three all-round green lights or three balls. One of these lights or shapes shall be exhibited near the foremast head and one at each end of the fore yard. These lights or shapes indicate that it is dangerous for another vessel to approach within 1000 metres of the mineclearance vessel."

25 Rule 27(g)

Amend to read:

"(g) Vessels of less than 12 metres in length, except those engaged in diving operations, shall not be required to exhibit the lights and shapes prescribed in this Rule.

26 Rule 29(a)(iii)

Amend to read:

"(a)(iii) when at anchor, in addition to the lights prescribed in sub-paragraph (i), the light, lights or shape prescribed in Rule 30 for vessels at anchor."

27 Rule 30(e)

Delete "or aground" and amend "shapes prescribed in paragraphs (a), (b) or (d) of this Rule" to read:

"shapes prescribed in paragraphs (a) and (b) of this Rule."

28 Rule 30(f)

Add the following new paragraph:

"(f) A vessel of less than 12 metres in length, when aground, shall not be required to exhibit the lights or shapes prescribed in sub-paragraphs (d)(i) and (ii) of this Rule."

29 Rule 33(a)

In the last line replace "required" by "prescribed".

30 Rule 34(b)(iii)

Add "to these Regulations" after the words "Annex I".

31 Rule 35(d)

Insert a new paragraph (d) and re-letter existing paragraphs (d) to (i) which become (e) to (j), as appropriate:

"(d) A vessel engaged in fishing, when at anchor, and a vessel restricted in her ability to manoeuvre when carrying out her work at anchor, shall instead of the signals prescribed in paragraph (g) of this Rule sound the signal prescribed in paragraph (c) of this Rule. In paragraph (g) and (i) (now re-lettered (h) and (j)), the cross-reference to paragraph '(f)' should be corrected to read paragraph '(g)'."

32 Rule 36

Add the following at the end of the present text:

"Any light to attract the attention of another vessel shall be such that it cannot be mistaken for any aid to navigation. For the purpose of this Rule the use of high intensity intermittent or revolving lights, such as strobe lights, shall be avoided."

33 Rule 37

Replace the word "prescribed" by "described".

34 Rule 38

Insert "to these Regulations" after the words "Annex I" in paragraphs (d)(i), (e), (f) and after the words "Annex III" in paragraph (g).

35 Rule 38(h)

Add the following new paragraph:

"(h) The repositioning of all-round lights resulting from the prescription of Section 9(b) of Annex I to these Regulations, permanent exemption."

36 Annex I, Section 1

Add the following sentence to the present text of the definition:

"This height shall be measured from the position vertically beneath the location of the light."

37 Annex I, Section 2(e)

Amend to read as follows:

"One of the two or three masthead lights prescribed for a power-driven vessel when engaged in towing or pushing another vessel shall be placed in the same position as either the forward masthead light or the after masthead light; provided that, if carried on the aftermast, the lowest after masthead light shall be at least 4.5 metres vertically higher than the forward masthead light."

38 Annex I, Section 2(f)

Amend to read:

"(f)(i) The masthead light or lights prescribed in Rule 23(a) shall be so placed as to be above and clear of all other lights and obstructions except as described in sub-paragraph (ii).

(ii) When it is impracticable to carry the all-round lights prescribed by Rule 27(b)(i) or Rule 28 below the masthead lights, they may be carried above the after masthead light(s) or vertically in between the forward masthead light(s) and after masthead light(s), provided that in the latter case the requirement of Section 3(c) of this Annex shall be complied with."

39 Annex I, Section 2(i)(i)

Replace all words of this sub-paragraph after the word "required" in the penultimate line by the following:

"be placed at a height of not less than 4 metres above the hull".

40 Annex I, Section 2(i)(ii)

Replace all words of this sub-paragraph after the word "required" in the penultimate line by the following:

"be placed at a height of not less than 2 metres above the hull".

41 Annex I, Section 2(j)

Delete "fishing" before "vessel".

42 Annex I, Section 2(k)

Insert "prescribed in Rule 30(a)(i)" between "light" and ", when two are carried".

Replace all words after "shall" in the second sentence by "be placed at a height of not less than 6 metres above the hull."

43 Annex I, Section 3(b)

In the first line replace "On a vessel" by "On a power-driven vessel".

44 Annex I, Section 3(c)

Add the following new paragraph:

"(c) When the lights prescribed in Rule 27(b)(i) or Rule 28 are placed vertically between the forward masthead light(s) and the after masthead light(s) these all-round lights shall be placed at a horizontal distance of not less than 2 metres from the fore and aft centreline of the vessel in the athwartship direction."

45 Annex I, Section 5

Insert in the first line after "The sidelights" the words "of vessels of 20 metres or more in length" and add the following sentence after the first sentence:

"On vessels of less than 20 metres in length the sidelights, if necessary to meet the requirements of Section 9 of this Annex, shall be fitted with inboard matt black screens."

46 Annex I, Section 8

Add the following sentence to the Note at the end of this section:

"This shall not be achieved by a variable control of the luminous intensity".

47 Annex I, Section 9(a)(i)

Replace "must" by "shall".

48 Annex I, Section 9(a)(ii), last line

Replace "limits" by "sectors".

49 Annex I, Section 9(b)

Insert "prescribed in Rule 30" between "lights" and ", which need not be ....".

50 Annex I, Section 10(a) and (b)

Insert "as fitted" after "electric lights" in the introductory sentences of Section 10(a) and (b).

51 Annex I, Section 13

Amend to read as follows:

"The construction of lights and shapes and the installation of lights on board the vessel shall be to the satisfaction of the appropriate authority of the State whose flag the vessel is entitled to fly."

52 Annex III, Section 1(d)

Replace "4dB below the sound pressure" by "4dB below the prescribed sound pressure" and replace "10dB below the sound pressure" by "10dB below the prescribed sound pressure".

53 Annex III, Section 2(a)

Replace the words "1 metre" by the words "a distance of 1 metre from it".

54 Annex III, Section 2(b)

Amend the second sentence to read:

"the diameter of the mouth of the bell shall be not less than 300 mm for vessels of 20 metres or more in length, and shall be not less than 200 mm for vessels of 12 metres or more but of less than 20 metres in length."

55 Annex III, Section 3

Replace "the State where the vessel is registered" by "the State whose flag the vessel is entitled to fly".

56 Rule 35(b) (French text)

Insert "à propulsion mécanique" between "navire" and "faisant route".

ORGANISATION INTERGOUVERNEMENTALE
CONSULTATIVE DE LA NAVIGATION
MARITIME

OMCI

RESOLUTION A.464(XII)
adoptée le 19 novembre 1981

AMENDEMENTS AU REGLEMENT INTERNATIONAL DE 1972
POUR PREVENIR LES ABORDAGES EN MER

L'ASSEMBLEE,

RAPPELANT les dispositions de l'article VI de la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer qui ont trait aux amendements à ce règlement,

RAPPELANT EGALEMENT la résolution A.431(XI), intitulée "Recommandation sur les navires à capacité de manoeuvre restreinte effectuant une opération destinée au maintien de la sécurité de la navigation dans un dispositif de séparation du trafic", y compris la décision d'examiner, à sa douzième session, la question de l'adoption d'un amendement correspondant à la règle 10 du Règlement international de 1972 pour prévenir les abordages en mer,

AYANT EXAMINE ce qui précède et d'autres amendements au Règlement international de 1972 pour prévenir les abordages en mer que le Comité de la sécurité maritime a adoptés lors de sa quarante-quatrième session et qui ont été communiqués à toutes les Parties contractantes conformément aux dispositions du paragraphe 2 de l'article VI de ladite convention, ainsi que les recommandations faites par le Comité de la sécurité maritime concernant l'entrée en vigueur de ces amendements,

1 ADOPTE, conformément au paragraphe 3 de l'article VI de la Convention, les amendements figurant à l'annexe de la présente résolution;

2 DECIDE, conformément au paragraphe 4 de l'article VI de la Convention, que chaque amendement entrera en vigueur le 1er juin 1983, à moins que, d'ici au 1er juin 1982, plus d'un tiers des Parties contractantes n'aient notifié leur objection aux amendements;

3 PRIE le Secrétaire général, conformément au paragraphe 3 de l'article VI, de communiquer la présente résolution à toutes les Parties à la Convention, pour approbation, ainsi que des copies à tous les Membres de l'Organisation;

4 INVITE les Parties contractantes à soumettre leurs objections aux amendements au plus tard le 1er juin 1982, date après laquelle les amendements seront considérés comme étant entrés en vigueur conformément aux dispositions de la présente résolution.

ANNEXE

AMENDEMENTS AU REGLEMENT INTERNATIONAL DE 1972
POUR PREVENIR LES ABORDAGES EN MER

1 Règle 1, paragraphe c)

Modifier ce paragraphe comme suit :

"c) Aucune disposition des présentes Règles ne saurait entraver l'application des prescriptions spéciales édictées par le gouvernement d'un Etat en vue d'augmenter le nombre des feux de position, signaux lumineux, marques ou signaux au sifflet à utiliser par les bâtiments de guerre et les navires en convoi, ou en vue d'augmenter le nombre des feux de position, signaux lumineux ou marques à utiliser par les navires en train de pêcher et constituant une flotille de pêche. Ces feux de position, signaux lumineux, marques ou signaux au sifflet supplémentaires doivent, dans toute la mesure du possible, être tels qu'il soit impossible de les confondre avec tous autres feux, marques ou signaux autorisés par ailleurs dans les présentes Règles."

2 Règle 3, paragraphe g)

Remplacer la phrase qui précède immédiatement les alinéas i) à vi) par ce qui suit :

"Les 'navires à capacité de manoeuvre restreinte' comprennent, sans que cette liste soit limitative :".

3 Règle 3, paragraphe g), alinéa v)

Remplacer les mots "dragage de mines" par le mot "déminage".

4 Règle 10, paragraphe b), alinéa iii)

Dans le texte anglais, remplacer le membre de phrase "when joining or leaving from the side" par "when joining or leaving from either side".

5 Règle 10, paragraphe d)

Ajouter au texte actuel la phrase ci-après :

"Toutefois, les navires de longueur inférieure à 20 mètres et les navires à voile peuvent, dans toutes les circonstances, utiliser les zones de navigation côtière.".

6 Règle 10, paragraphe e)

Modifier ce paragraphe comme suit :

"e) Un navire autre qu'un navire qui coupe un dispositif ou qu'un navire qui s'engage dans une voie de circulation ou qui en sort ne doit normalement pas pénétrer ...".

7 Règle 10, paragraphe k)

Ajouter un nouveau paragraphe libellé comme suit :

"k) Un navire qui a une capacité de manoeuvre restreinte lorsqu'il effectue une opération destinée au maintien de la sécurité de la navigation dans un dispositif de séparation du trafic est dispensé de satisfaire à la présente règle dans la mesure nécessaire pour effectuer l'opération."

8 Règle 10, paragraphe l)

Ajouter un nouveau paragraphe libellé comme suit :

"l) Un navire qui a une capacité de manoeuvre restreinte lorsqu'il effectue une opération en vue de poser, de réparer ou de relever un câble sous-marin à l'intérieur d'un dispositif de séparation du trafic, est dispensé de satisfaire à la présente règle dans la mesure nécessaire pour effectuer l'opération.".

9 Règle 13, paragraphe a)

Modifier ce paragraphe comme suit :

"a) Nonobstant toute disposition des règles des sections I et II de la partie B....".

10 Règle 22, paragraphe d)

Ajouter un nouveau paragraphe libellé comme suit :

"d) pour les navires ou objets remorqués qui sont partiellement submergés et difficiles à apercevoir : - feu blanc visible sur tout l'horizon : 3 milles.".

11 Règle 23, paragraphe c)

Modifier ce paragraphe comme suit :

"c) i) Un navire à propulsion mécanique de longueur inférieure à 12 mètres peut, au lieu des feux prescrits au paragraphe a) de la présente règle, montrer un feu blanc visible sur tout l'horizon et des feux de côté;

ii) un navire à propulsion mécanique de longueur inférieure à 7 mètres et dont la vitesse maximale ne dépasse pas 7 nœuds peut, au lieu des feux prescrits au paragraphe a) de la présente règle, montrer un feu blanc visible sur tout l'horizon; il doit, si possible, montrer en outre des feux de côté;

iii) le feu de tête de mât ou le feu blanc visible sur tout l'horizon à bord d'un navire à propulsion mécanique de longueur inférieure à 12 mètres peut ne pas se trouver dans l'axe longitudinal du navire s'il n'est pas possible de l'installer sur cet axe à condition que les feux de côté soient combinés en un seul fanal qui soit disposé dans l'axe longitudinal du navire ou situé aussi près que possible de l'axe longitudinal sur lequel se trouve le feu de tête de mât ou le feu blanc visible sur tout l'horizon.".

12 Règle 24, paragraphe a), alinéa i) et paragraphe c), alinéa i)

Insérer les mots "ou par la règle 23 a) ii)" après les mots "par la règle 23 a) i)" et supprimer les mots "à l'avant,".

13 Règle 24, paragraphe d)

A la deuxième ligne, remplacer "et" par "ou".

14 Règle 24, paragraphe e)

Modifier la première phrase comme suit :

"Un navire ou objet remorqué autre que ceux mentionnés au paragraphe g) de la présente règle doit montrer :".

15 Règle 24, paragraphe g)

Insérer un nouveau paragraphe g) libellé comme suit :

"g) Un navire ou objet remorqué qui est partiellement submergé et difficile à apercevoir, ou un ensemble de ces navires ou objets remorqués, doit montrer :

i) lorsque sa largeur est inférieure à 25 mètres, un feu blanc visible sur tout l'horizon à l'extrémité avant ou à proximité de celle-ci et un autre à l'extrémité arrière ou à proximité de celle-ci, exception faite des dracones, qui ne sont pas tenues de montrer un feu à leur extrémité avant ou à proximité de celle-ci;

ii) lorsque sa largeur est égale ou supérieure à 25 mètres, deux feux blancs supplémentaires visibles sur tout l'horizon aux extrémités de sa largeur ou à proximité de celles-ci;

iii) lorsque sa longueur est supérieure à 100 mètres, des feux blancs visibles sur tout l'horizon supplémentaires entre les feux prescrits aux alinéas i) et ii) de telle sorte que la distance entre les feux ne soit pas supérieure à 100 mètres;

iv) une marque biconique à l'extrémité arrière ou près de l'extrémité arrière du dernier navire ou objet remorqué et, lorsque la longueur du train de remorque est supérieure à 200 mètres, une marque biconique supplémentaire à l'endroit le plus visible et le plus à l'avant possible.".

16 Règle 24, paragraphe h)

Désigner par la lettre h) le paragraphe g) actuel et modifier celui-ci comme suit :

"h) Si, pour une raison suffisante, le navire ou l'objet remorqué est dans l'impossibilité de montrer les feux ou les marques prescrits aux paragraphes e) ou g) de la présente règle, toutes les mesures possibles sont prises pour éclairer le navire ou l'objet remorqué ou tout au moins pour indiquer la présence d'un tel navire ou objet.".

17 Règle 24, paragraphe i)

Ajouter un nouveau paragraphe libellé comme suit :

"i) Si, pour une raison suffisante, un navire qui n'effectue pas ordinairement des opérations de remorquage est dans l'impossibilité de montrer les feux prescrits aux paragraphes a) ou c) de la présente règle, ce navire n'est pas tenu de montrer ces feux lorsqu'il procède au remorquage d'un autre navire en détresse ou ayant besoin d'une assistance pour d'autres raisons. Toutes les mesures possibles doivent être prises pour indiquer de la manière autorisée par la règle 36, notamment en éclairant le câble de remorquage, le rapport entre le navire remorqueur et le navire remorqué.".

18 Règle 25, paragraphe b)

Remplacer "12 mètres" par "20 mètres".

19 Règle 27, paragraphe b), préambule

A la deuxième ligne, remplacer les mots "dragage de mines" par le mot "déminage".

20 Règle 27, paragraphe b), alinéa iii)

Insérer les mots "un feu ou" avant les mots "des feux de tête de mât".

21 Règle 27, paragraphe c)

Modifier ce paragraphe comme suit :

"Un navire à propulsion mécanique en train d'effectuer une opération de remorquage qui permet difficilement au navire remorqueur et à sa remorque de modifier leur route doit, outre les feux ou marques prescrits par la règle 24 a), montrer les feux ou marques prescrits aux paragraphes b) i) et b) ii) de la présente règle.".

22 Règle 27, paragraphe d)

- Remplacer les mots "au paragraphe b)" par les mots "aux alinéas i), ii) et iii) du paragraphe b)".
- Supprimer l'alinéa iii) actuel.
- Renuméroter l'alinéa iv) actuel qui devient l'alinéa iii) et modifier son libellé comme suit :

"iii) lorsqu'il est au mouillage, au lieu des feux ou de la marque prescrits par la règle 30, les feux ou marques prescrits dans le présent paragraphe.".

23 Règle 27, paragraphe e)

Modifier ce paragraphe comme suit :

"e) Un navire participant à des opérations de plongée qui ne peut, en raison de ses dimensions, montrer tous les feux et marques prescrits au paragraphe d) de la présente règle, doit montrer :

i) à l'endroit le plus visible, trois feux superposés, visibles sur tout l'horizon, les feux supérieur et inférieur étant rouges et le feu du milieu blanc;

ii) une reproduction rigide, d'au moins un mètre de hauteur, du pavillon 'A' du Code international de signaux. Il doit prendre des mesures pour que cette reproduction soit visible sur tout l'horizon.".

24 Règle 27, paragraphe f)

Modifier ce paragraphe comme suit :

"Un navire effectuant des opérations de déminage doit montrer, outre les feux prescrits pour les navires à propulsion mécanique par la règle 23 ou les feux ou la marque prescrits pour les navires au mouillage par la règle 30, selon le cas, trois feux verts visibles sur tout l'horizon ou trois boules. Il doit montrer un de ces feux ou marques à proximité de la tête du mât de misaine et un de ces feux ou marques à chaque extrémité de la vergue de misaine. Ces feux ou marques indiquent qu'il est dangereux pour un autre navire de s'approcher à moins de 1 000 mètres du navire qui effectue le déminage.".

25 Règle 27, paragraphe g)

Modifier ce paragraphe comme suit :

"g) Les navires de longueur inférieure à 12 mètres, à l'exception des navires participant à des opérations de plongée, ne sont pas tenus de montrer les feux et marques prescrits par la présente règle.".

26 Règle 29, paragraphe a), alinéa iii)

Modifier cet alinéa comme suit :

"iii) au mouillage, outre les feux prescrits à l'alinéa i), le feu, les feux ou la marque prescrits par la règle 30 pour les navires au mouillage.".

27 Règle 30, paragraphe e)

Supprimer les mots "ou échoués" et remplacer les termes "les feux ou marques prescrits aux paragraphes a), b) ou d) de la présente règle" par "les feux ou la marque prescrits aux paragraphes a) et b) de la présente règle".

28 Règle 30, paragraphe f)

Ajouter à cette règle un nouveau paragraphe libellé comme suit :

"f) Les navires de longueur inférieure à 12 mètres, lorsqu'ils sont échoués, ne sont pas tenus de montrer les feux ou marques prescrits aux alinéas i) et ii) du paragraphe d) de la présente règle.".

29 Règle 33, paragraphe a)

A la dernière ligne du texte anglais, remplacer le mot "required" par le mot "prescribed".

30 Règle 34, paragraphe b), alinéa iii)

Ajouter les mots "du présent Règlement" après les mots "l'Annexe I".

31 Règle 35, paragraphe d)

Insérer un nouveau paragraphe d) et changer la numérotation des paragraphes suivants en conséquence :

"d) Un navire en train de pêcher, lorsqu'il est au mouillage, et un navire à capacité de manoeuvre restreinte qui procède à ses travaux au mouillage doivent émettre, au lieu des signaux prescrits au paragraphe g) de la présente règle, le signal prescrit au paragraphe c) de la présente règle. Dans les paragraphes g) et i) (devenus maintenant h) et j)), le renvoi au paragraphe 'f)' devrait être supprimé et remplacé par un renvoi au paragraphe 'g)'".

32 Règle 36

Ajouter au texte actuel la phrase ci-après :

"Tout feu destiné à attirer l'attention d'un autre navire ne doit pas pouvoir être confondu avec une aide à la navigation. Aux fins de la présente règle, l'emploi de feux intermittents ou tournants à haute intensité, tels que les phares gyroscopiques, doit être évité."

33 Règle 37

Remplacer le mot "prescrits" par le mot "décrits".

34 Règle 38

Insérer les termes "du présent Règlement" après les mots "l'Annexe I" à l'alinéa i) du paragraphe d) et aux paragraphes e) et f) ainsi qu'après les mots "l'Annexe III" au paragraphe g).

35 Règle 38, paragraphe h)

Ajouter un nouveau paragraphe libellé comme suit :

"h) Changement de l'emplacement des feux visibles sur tout l'horizon résultant des prescriptions de la section 9 b) de l'Annexe I du présent Règlement : exemption permanente.".

36 Annexe I, section 1

Ajouter au texte actuel de la définition la phrase ci-après :

"Cette hauteur doit être mesurée à partir de l'endroit situé sous le feu à la verticale de celui-ci.".

37 Annexe I, section 2, paragraphe e)

Modifier le texte comme suit :

"L'un des deux ou trois feux de tête de mât prescrits pour un navire à propulsion mécanique qui remorque ou pousse un autre navire doit se trouver au même emplacement que le feu de tête de mât avant ou arrière, étant entendu que, si le feu inférieur de tête de mât arrière se trouve sur le mât arrière, il doit se trouver au moins 4,5 mètres plus haut que le feu de tête de mât avant."

38 Annexe I, section 2, paragraphe f)

Modifier ce paragraphe comme suit :

"f) i) Le feu ou les feux de tête de mât prescrits par la règle 23 a) doivent être placés au-dessus et à bonne distance des autres feux et obstructions, à l'exception de ceux qui sont décrits à l'alinéa ii).

ii) Lorsqu'il n'est pas possible de placer au-dessous des feux de tête de mât les feux visibles sur tout l'horizon prescrits par la règle 27 b) i) ou par la règle 28, ces feux peuvent être placés au-dessus du feu ou des feux de tête de mât arrière ou, sur un plan vertical, entre le feu ou les feux de tête de mât avant et le feu ou les feux de tête de mât arrière à condition que, dans ce dernier cas, il soit satisfait aux prescriptions du paragraphe c) de la section 3 de la présente Annexe.".

39 Annexe I, section 2, paragraphe i), alinéa i)

Remplacer les mots "ne doit pas être à une hauteur de moins de 4 mètres au-dessus du plat-bord" par les mots "doit se trouver à une hauteur de 4 mètres au moins au-dessus du plat-bord".

40 Annexe I, section 2, paragraphe i), alinéa ii)

Remplacer les mots "ne doit pas être à une hauteur de moins de 2 mètres au-dessus du plat-bord" par les mots "doit se trouver à une hauteur de 2 mètres au moins au-dessus du plat-bord".

41 Annexe I, section 2, paragraphe j)

Supprimer les mots "de pêche" après les mots "les navires".

42 Annexe I, section 2, paragraphe k)

Insérer les termes "prescrit par la règle 30 a) i)" après les mots "le feu de mouillage avant".

Dans la deuxième phrase, remplacer le membre de phrase "ne doit pas se trouver à moins de six mètres au-dessus du plat-bord" par "doit se trouver à une hauteur de 6 mètres au moins au-dessus du plat-bord".

43 Annexe I, section 3, paragraphe b)

A la première ligne, remplacer les mots "A bord d'un navire" par les mots "A bord d'un navire à propulsion mécanique".

44 Annexe I, section 3, paragraphe c)

Insérer le nouveau paragraphe ci-après :

"c) Lorsque les feux prescrits par la règle 27 b) i) ou par la règle 28 sont placés, sur un plan vertical, entre le feu ou les feux de tête de mât avant et le feu ou les feux de tête de mât arrière, ces feux visibles sur tout l'horizon doivent se trouver à une distance horizontale de 2 mètres au moins de l'axe longitudinal du navire dans le sens transversal.".

45 Annexe I, section 5

A la première ligne, insérer après les mots "les feux de côté" les mots "des navires de longueur égale ou supérieure à 20 mètres"; à la fin de la première phrase, insérer la phrase suivante :

"A bord des navires de longueur inférieure à 20 mètres, les feux de côté, s'ils sont nécessaires pour satisfaire aux prescriptions de la section 9 de la présente Annexe, doivent être munis, du côté du navire, d'écrans de couleur noire mate.".

46 Annexe I, section 8

Ajouter à la note figurant à la fin de cette section la phrase ci-après :

"Cette limitation de l'intensité lumineuse ne doit pas être obtenue au moyen d'une commande variable.".

47 Annexe I, section 9, paragraphe a), alinéa i)

Dans le texte anglais, remplacer le mot "must" par le mot "shall".

48 Annexe I, section 9, paragraphe a), alinéa ii)

A la dernière ligne du texte anglais, remplacer le mot "limits" par le mot "sectors".

49 Annexe I, section 9, paragraphe b)

Insérer les mots "prescrits à la règle 30" après les mots "à l'exception des feux de mouillage".

50 Annexe I, section 10, paragraphes a) et b)

A la première phrase des paragraphes a) et b) de la section 10, insérer les mots "une fois installés" après les mots "feux électriques".

51 Annexe I, section 13

Modifier le texte comme suit :

"La construction des feux et des marques et l'installation des feux à bord doivent être jugées satisfaisantes par l'autorité compétente de l'Etat dont le navire est autorisé à battre le pavillon.".

52 Annexe III, section 1, paragraphe d)

Remplacer l'expression "4 dB au niveau de pression acoustique" par "4 dB au niveau de pression acoustique prescrit" et remplacer l'expression "10 dB au niveau de la pression acoustique" par "10 dB au niveau de la pression acoustique prescrit".

53 Annexe III, section 2, paragraphe a)

Remplacer les mots "à un mètre" par les mots "à une distance de un mètre de ce matériel".

54 Annexe III, section 2, paragraphe b)

Modifier la deuxième phrase comme suit :

"Le diamètre de l'ouverture de la cloche ne doit pas être inférieur à 300 millimètres sur les navires de longueur égale ou supérieure à 20 mètres et à 200 millimètres sur les navires de longueur égale ou supérieure à 12 mètres mais inférieure à 20 mètres.".

55 Annexe III, section 3

Remplacer les termes "de l'Etat où est immatriculé le navire" par les mots "de l'Etat dont le navire est autorisé à battre le pavillon".

56 Règle 35, paragraphe b)

Dans le texte français seulement, insérer les mots "à propulsion mécanique" entre les mots "un navire" et "faisant route".

CERTIFIED TRUE COPY, in English and French, of the text of resolution A.464(XII), adopted by the Assembly of the Inter-Governmental Maritime Consultative Organization on 19 November 1981, with the Annex thereto comprising fifty-six amendments to the Convention on the International Regulations for Preventing Collisions at Sea, 1972, adopted in conformity with Article VI of the Convention, the original text of the resolution and Annex being deposited with the Inter-Governmental Maritime Consultative Organization.

COPIE CERTIFIEE CONFORME, en anglais et en français, du texte de la résolution A.464(XII) adoptée par l'Assemblée de l'Organisation intergouvernementale consultative de la navigation maritime le 19 novembre 1981 et de l'annexe à cette résolution qui comprend cinquante-six amendements à la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer adoptés conformément aux dispositions de l'article VI de la Convention, le texte original de la résolution et de son annexe étant déposé auprès de l'Organisation intergouvernementale consultative de la navigation maritime.

Thomas B. Gyslo

For the Secretary-General of the Inter-Governmental Maritime Consultative Organization

Pour le Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime

London,
Londres, le 5.I.82

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Cooperation for Civil Uses

Agreement Between the
UNITED STATES OF AMERICA
and COLOMBIA

Signed at Bogota January 8, 1981

with

Exchange of Notes

S 9. 10:

NOTE BY THE DEPARTMENT OF STATE

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COLOMBIA

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Bogota January 8, 1981;
Entered into force September 7, 1983.
With exchange of notes.

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING CIVIL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the Republic of Colombia,

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy, signed April 9, 1962 and amended on February 24, 1967;[1]

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful uses are carried out under arrangements which will to the maximum possible extent further the objectives of the Treaty for the Prohibition of Nuclear Weapons in Latin America [2] and the Treaty on the Non-Proliferation of Nuclear Weapons;[3]

Desiring to continue and expand their cooperation in this field;

Affirming their support of the objectives of the Statute of the International Atomic Energy Agency[4] ("IAEA") and their desire to promote full implementation of the Treaty for the Prohibition of Nuclear Weapons in Latin America; and

Mindful that peaceful nuclear activities must be

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[1] TIAS 5330, 6943; 14 UST 388; 21 UST 1998.
[2] Done Feb. 14, 1967. TIAS 7137; 22 UST 762.
[3] Done July 1, 1968. TIAS 6839; 21 UST 483.
[4] Done Oct. 26, 1956. TIAS 3873; 8 UST 1093.

undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

ARTICLE 1 - SCOPE OF COOPERATION

1. The United States and Colombia shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment, and components under this agreement may be undertaken directly between the parties or through authorized persons under their jurisdiction. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

3. Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate Government authority of the recipient party to the appropriate Government authority of the supplier party, that such material, equipment or components will be subject to the agreement.

4. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Colombia, under its jurisdiction or carried out under its control anywhere.

Implementation of the safeguards agreement between Colombia and the IAEA concluded on July 27, 1979, pursuant to Article 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America shall be considered to fulfill the requirement stated in the foregoing sentence.

ARTICLE 2 - DEFINITIONS

For the purposes of this agreement:

(A) "By-product material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(B) "Component" means a component part of equipment or other item, so designated by agreement of the parties;

(C) "Equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(D) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(E) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(F) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(G) "Material" means source material, special nuclear material or by-product material, radioisotopes other than by-product material, moderator material, or any other such substance so designated by agreement of the parties;

(H) "Moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(I) "Parties" means the Government of the United States of America and the Government of the Republic of Colombia;

(J) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(K) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(L) "Previous agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy, signed

on April 9, 1962 and amended on February 24, 1967;

(M) "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material, or any other item so designated by agreement of the parties;

(N) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(O) "Restricted data" means all data concerning (i) design, manufacture, or utilization of nuclear weapons, (ii) the production of special nuclear material, or (iii) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of restricted data by the United States;

(P) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(Q) "Sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance

of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(R) "Source material" means (i) uranium, thorium, or any other material so designated by agreement of the parties, or (ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;

(S) "Special nuclear material" means (i) plutonium, uranium 233, or uranium enriched in the isotope 235, or (ii) any other material so designated by agreement of the parties; and

(T) "Utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

ARTICLE 3 - TRANSFER OF INFORMATION

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Fields which may be covered include, but shall not be limited to, the following;

(A) Development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(B) The use of material in physical and biological research, medicine, agriculture and industry;

(C) Exploration for and development of uranium resources;

(D) Fuel cycle studies of ways to meet future worldwide civil nuclear needs, including multilateral

approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(E) Safeguards and physical security of materials, equipment and components;

(F) Health, safety and environmental considerations related to the foregoing; and

(G) Assessing the role nuclear power may play in national energy plans.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

ARTICLE 4 - TRANSFER OF MATERIAL, EQUIPMENT, AND COMPONENTS

1. Material, equipment and components may be transferred for applications consistent with this agreement. However, sensitive nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

2. Low enriched uranium may be transferred for use as fuel in reactors and in reactor experiments, for conversion or fabrication, or for such other purposes as the parties may agree.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.

4. The quantity of special nuclear material transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments, the efficient and continuous operation of such reactors or conduct of such reactor experiments, and the accomplishment of other purposes as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Colombia, the United States shall have the right to require the return of any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If this right is exercised, the parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of material, including special

nuclear material, may be transferred for use as samples, standards, detectors, targets and such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

7. The United States shall endeavor to take such actions as may be necessary to ensure a reliable supply of nuclear fuel to Colombia, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

ARTICLE 5 - STORAGE AND RETRANSFERS

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored by either party, except that each party guarantees that no such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall be stored in any facility that has not been agreed to in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be

transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

ARTICLE 6 - REPROCESSING AND ENRICHMENT

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be reprocessed unless the parties agree.
Each party guarantees that any plutonium, uranium 233, high enriched uranium, or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not, unless the parties agree, be altered in form or content, except by irradiation or further irradiation.

2. Each party guarantees that no uranium transferred to and under its jurisdiction pursuant to this agreement, and no uranium used in any equipment so transferred and under its jurisdiction shall be enriched after transfer unless the parties agree.

ARTICLE 7 - PHYSICAL SECURITY

1. Each party guarantees that adequate physical security shall be maintained with respect to any

material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in document INFCIRC/225/Revision 1 of the International Atomic Energy Agency entitled, "The Physical Protection of Nuclear Material", or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article shall be reviewed by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operation in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be

implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 8 - NO EXPLOSIVE OR MILITARY APPLICATION

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any material, equipment or components so transferred to and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

ARTICLE 9 - SAFEGUARDS

1. Material transferred to Colombia pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment, or components transferred pursuant to this agreement shall be subject to safeguards in accordance with the agreement between Colombia and the IAEA for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America (Treaty of Tlatelolco) concluded on July 27, 1979.

2. If the United States or Colombia becomes aware

of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 1, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph, and which provide assurance equivalent to that intended to be secured by the system they replace.

3. If either party becomes aware of circumstances referred to in paragraph 2, the United States shall have the rights listed below. These rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 2.

(A) To review in a timely fashion the design of any equipment which is to be transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(B) To require the maintenance and production of records for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred; and

(C) To designate personnel acceptable to Colombia who shall have access to all places and data necessary to account for the material referred to in subparagraph (B), to inspect any equipment or facility referred to in subparagraph (A), and to install any devices and make such independent measurements as may be deemed necessary to account for such material.

Colombia shall not unreasonably withhold its acceptance of such personnel designated by the United States under this subparagraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Colombia.

4. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

5. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any materials subject to paragraph 1 of this article.

6. Design information relevant to safeguards for new equipment required to be safeguarded under this agreement shall be provided to the IAEA upon its request in a timely fashion.

7. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the

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application of safeguards provided for under this article.

8. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 10 - MULTIPLE SUPPLIER CONTROLS

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of such rights will be accomplished by such other nation or group of nations.

ARTICLE 11 - CESSATION OF COOPERATION

1. If either party at any time following entry into force of this agreement,

(A) does not comply with the provisions of articles 5, 6, 7, 8 or 9, or

(B) terminates, abrogates or materially violates an IAEA safeguards agreement, the other party shall have

rights to cease further cooperation under this agreement and to require the return of any material, equipment and components transferred under this agreement and any special nuclear material produced through their use.

2. If Colombia at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

ARTICLE 12 - PREVIOUS AGREEMENT TERMINATED

1. The "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy" signed on April 9, 1962, as amended, expired on March 28, 1977. The exchange of notes of March 28, 1977,[1] which extended the terms and conditions of that agreement, as amended, with regard to material and equipment subject to it, shall terminate on the date this agreement enters into force.

[1] TIAS 8555; 28 UST 2399.

2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of the present agreement.
All the provisions of this agreement shall apply to material and equipment subject to the previous agreement.

ARTICLE 13 - CONSULTATIONS AND ENVIRONMENTAL PROTECTION

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

ARTICLE 14 - ENTRY INTO FORCE AND DURATION

1. Each of the parties shall provide the other party with written notification when it has complied with its applicable requirements for entry into force of this agreement. This agreement shall enter into force on the date on which the later of such notification is received,[1] and shall remain in force for a period of

[1] Sept. 7, 1983.

thirty (30) years. The parties may extend this term for additional periods.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

3. Each party shall have the right to terminate cooperation under this agreement after giving one year's notice of its intent to do so, subject to the conditions set forth in paragraph 2.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

DONE at Bogota, this eighth day of January 1981, in duplicate, in the English and Spanish languages, both equally authentic.

[1] [2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

[SEAL]

[1] Thomas David Boyatt.
[2] Diego Uribe Vargas.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows.

CATEGORY III

Use and storage within an area to which access is controlled. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

CATEGORY II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and

regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trust-worthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context shall have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL[e]

Material	Form	Category I	Category II	Category III
1. Plutonium[a,f]	Unirradiated[b]	2kg or more	Less than 2kg but more than 500g	500 g or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	- uranium enriched to 20% ^{235}U or more	5kg or more	Less than 5kg but more than 1kg	1 kg or less[c]
	- uranium enriched to 10% ^{235}U but less than 20%	-	10 kg or more	Less than 10 kg[c]
	- uranium enriched above natural, but less than 10% ^{235}U	-	-	10 kg or more
3. Uranium-233	Unirradiated[b]	2kg or more	Less than 2kg but more than 500g	500 g or less[c]

a. All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.
b. Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
c. Less than a radiologically significant quantity should be exempted.
d. Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.
e. Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100rads/h at one meter unshielded.
f. The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

CONVENIO PARA LA COOPERACION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE COLOMBIA RELATIVO A LOS USOS CIVILES DE LA ENERGIA NUCLEAR

El Gobierno de los Estados Unidos de América y el Gobierno de Colombia, considerando su estrecha cooperación en el desarrollo, uso y control de lasusos y control de los usos pacíficos de la energía nuclear, de conformidad con el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con Usos Civiles de Energía Atómica, firmado el 9 de abril de 1962 y enmendado el 24 de febrero de 1967;

Reafirmando su compromiso de asegurar que el desarrollo y el uso internacionales de la energía nuclear para fines pacíficos se lleven a cabo según arreglos que promuevan al máximo los objetivos del Tratado para la Proscripción de las Armas Nucleares en la América Latina y del Tratado sobre la No Proliferación de Armas Nucleares;

Deseando continuar y ampliar su cooperación en este campo;

Afirmando su apoyo a los objetivos del estatuto del Organismo Internacional de Eneraía Atómica (OIEA) y su deseo de promover la aplicación completa del Tratado para la Proscripción de las Armas Nucleares en la América Latina;

Teniendo presente que las actividades nucleares de carácter pacífico deben emprenderse con miras a proteger el medio ambiente internacional con

tra la contaminación radioactiva, química y térmica;

Han acordado lo siguiente:

ARTICULO I

ALCANCE DE LA COOPERACION

1.- Los Estados Unidos de América y Colombia cooperarán en el uso de la energía nuclear para fines pacíficos, de conformidad con las disposiciones del presente Convenio y los tratados, leyes, requisitos en materia de licencias y reglamentos nacionales que le sean aplicables.

2.- Las transferencias de información, material, equipo y componentes en virtud del presente Convenio podrán realizarse directamente entre las partes o a través de personas autorizadas bajo su jurisdicción. Dichas transferencias estarán sujetas a este Convenio y a los términos y condiciones adicionales que fueren acordados por las partes.

3.- Todo el material, el equipo y los componentes transferidos del territorio de una parte al territorio de la otra parte para fines pacíficos, bien sea directamente o a través de un tercer país, se considerarán transferidos con arreglo al Convenio solamente al confirmarse por la autoridad gubernamental competente de la parte recipiente a la autoridad gubernamental competente de la parte suministradora, que el material, elequipo y los componentes antedichos estarán sujetos a las disposiciones del Convenio.

4.- La cooperación en virtud del presente Convenio requerirá la aplicación de salvaguardias del OIEA con respecto a todas las actividades nucleares realizadas dentro del territorio de Colombia, bajo su jurisdicción o realizadas bajo su control en cualquier lugar. Se considerará que la aplicación del Acuerdo de Salvaguardias

suscrito entre Colombia y el OIEA el 27 de julio de 1979 de conformidad con el artículo 13 del Tratado para la Proscripción de las Armas Nucleares en la América Latina, cumple con lo estipulado en la frase precedente.

ARTICULO II

DEFINICIONES.-

Para los fines del presente Convenio:

(A) "Subproductos" significa cualquier material radioactivo (salvo material nuclear especial) producido o convertido en radioactivo mediante exposición a la radiación incidente al proceso de producción o utilización de material nuclear especial.

(B) "Componente" significa la parte integrante de un equipo o cualquier otro ítem designado así por acuerdo de las partes.

(C) "Equipo" significa cualquier instalación para la producción o utilización (inclusive las instalaciones para el enriquecimiento del uranio y el reprocesamiento de combustible nuclear), o cualquier instalación para la producción de agua pesada o la fabricación de combustible nuclear que contenga plutonio, o cualquier otro ítem que haya sido designado así por acuerdo entre las partes.

(D) "Uranio de alto grado de enriquecimiento" significa uranio enriquecido al 20 por ciento o más en el isótopo 235.

(E) "Uranio de bajo grado de enriquecimiento" significa uranio enriquecido a menos del 20 por ciento en el isótopo 235.

(F) "Componente crítico principal" significa cualquier parte o grupo de partes esenciales para la operación de una instalación nuclear de carácter sensitivo.

(G) "Material" significa cualquier material básico, material nuclear especial, subproductos, radioisótopos a excepción de los subproductos, material moderador o cualquier otra sustancia análoaa que haya sido desianada así mediante acuerdo entre las partes.

(H) "Material moderador" sianifica aaua pesada o arafito o berílio de una pureza apropiado para su uso en un reactor, con el fin de disminuir la velocidad de los neutrones rápidos y aumentar la probabilidad de fisión adicional o cualquier otro material análoao que haya sido desianado así mediante acuerdo entre las partes.

(I) "Partes" sianifica el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia.

(J) "Persona" significa cualquier individuo o entidad sujetos a la jurisdicción de cualquiera de las partes, pero no incluye las partes del presente Convenio.

(K) "Fines pacíficos" incluye el uso de información, material, equipo y componentes en sectores tales como investiaación, aeneración de eneraía, medicina, aaricultura e industria, pero no incluye el uso en trabajos de investiaación sobre cualquier dispositivo nuclear explosivo o desarrollo de los mismos, ni en cualquier fin militar.

(L) "Convenio anterior" sianifica el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con los Usos Civiles de Energía Atómica, firmado el 9 de abril de 1962 y enmendado el 24 de febrero de 1967.

(M) "Instalación para producción" significa cualquier reactor nuclear diseñado o usado primordialmente para la formación de plutonio o uranio 233, cualquier instalación diseñada o usada para la separación de los isótopos de uranio o plutonio, cualquier instalación diseñada o usada para el procesamiento de materiales irradiados que contengan material nuclear especial, o cualquier otro ítem que haya sido designado así mediante acuerdo entre las partes.

(N) "Reactor" significa cualquier aparato que no sea un arma nuclear ni otro dispositivo nuclear explosivo, en el que se mantenga una reacción en cadena de fisión autosostenida, mediante el uso de uranio, plutonio o torio, o cualquier combinación de los mismos.

(O) "Datos restringidos" significa todos los datos referentes: (I) Al diseño, a la manufactura o utilización de armas nucleares, (II) a la producción de material nuclear especial, o (III) al uso de material nuclear especial en la generación de energía, pero no incluirá datos desclasificados o que hayan sido excluídos de la categoría de datos restringidos por los Estados Unidos de América.

(P) "Instalación nuclear de carácter sensitivo" significa cualquier instalación diseñada o usada principalmente para enriquecer uranio, reelaborar combustible nuclear, producir agua pesada o fabricar combustible nuclear que contenga plutonio.

(Q) "Tecnología nuclear de carácter sensitivo" significa cualquier información (inclusive la que esté incorporada en el equipo o un componente importante), que no pertenezca al dominio público y que sea de importancia para el diseño, construcción, fabricación, operación o mantenimiento de cualquier instalación nuclear de carácter sensitivo, u otra información análoga que puede ser designada así mediante acuerdo entre las partes.

(R) "Material básico" significa (I) Uranio, torio o cualquier otro material que haya sido así designado mediante acuerdo entre las partes, o (II) minerales que contengan uno o más de los materiales antedichos en el grado de concentración que sea convenido de vez en cuando por las partes.

(S) "Material nuclear especial" significa (I) Plutonio, uranio 233, o uranio enriquecido en el isótopo 235, o (II) cualquier otro material que haya sido designado así mediante acuerdo entre las partes.

(T) "Instalación para la utilización" significa cualquier reactor que no haya sido diseñado o usado con el propósito principal de formar plutonio o uranio 233.

ARTICULO III

TRANSFERENCIA DE INFORMACION

1.- Puede transferirse información con respecto al uso de energía nuclear para fines pacíficos, Los sectores que podrían cubrirse abarcan los siguientes, sin que se limiten a ellos.

(A) Desarrollo, diseño, construcción, operación, mantenimiento y uso de reactores y experimentos con reactores;

(B) El uso de material en trabajos de investigación física y biológica, medicina, agricultura e industria;

(C) Exploración y desarrollo de los recursos de uranio;

(D) Estudios sobre el ciclo del combustible para hallar métodos que permitan hacer frente a las futuras necesidades mundiales en materia de energía nuclear para usos civiles, incluyendo enfoques multilaterales para garantizar el suministro de combustible nuclear y técnicas apropiadas para el control de desechos nucleares;

(E) Salvaguardias y seguridad física de materiales, equipo y componentes;

(F) Consideraciones de salud, seguridad y del ambiente relativas a lo antedicho; y

(G) Evaluación del papel que la energía nuclear puede desempeñar en los planes energéticos nacionales.

2.- El presente Convenio no requiere la transferencia de información que a las partes les está prohibido transferir.

3.- En virtud del presente Convenio no se transferirán datos restringidos.

4.- En virtud del presente Convenio no se transferirá tecnología nuclear de carácter sensitivo a menos que así se disponga por medio de una enmienda a este Convenio.

ARTICULO IV

TRANSFERENCIA DE MATERIAL, EQUIPO Y COMPONENTES.-

1.- Material, equipo y componentes podrán ser transferidos para aplicaciones compatibles con este Convenio. Sinembargo, no serán transferidas instalaciones nucleares de carácter sensitivo ni componentes críticos principales conforme a este Convenio, a menos que se estipule así mediante una modificación a este Convenio.

2.- Se podrá transferir uranio de bajo grado de enriquecimiento para que sea usado como combustible en reactores y en experimentos con reactores, para la conversión o la fabricación o para otros fines análogos que las partes acuerden.

3.- Si las partes así lo acuerdan, se podrá transferir material nuclear especial que no sea uranio de bajo grado de enriquecimiento ni material previsto con arreglo al párrafo 6, para determinadas aplicaciones, cuando esté técnica y eco-

nómicamente justificado, o cuando esté justificado para el desarrollo y la demostración de ciclos de combustible del reactor para cumplir objetivos de no proliferación y seguridad energética.

4.- La cantidad de material nuclear especial transferido en virtud del presente Convenio no excederá en ningún momento a la que las partes acuerden que es necesaria para cualquiera de los fines siguientes: La carga de reactores o su uso en experimentos con reactores, la eficaz y continua operación de dichos reactores o la ejecución de dichos experimentos con reactores y la realización de otros objetivos que las partes pudieran acordar. Si se encontrare en Colombia uranio altamente enriquecido en exceso de la cantidad necesaria para estos fines, los Estados Unidos tendrán el derecho de exigir la devolución de cualquier uranio de alto grado de enriquecimiento transferido de conformidad con el presente Convenio (inclusive el uranio irradiado de alto grado de enriquecimiento) que contribuya a dicho exceso. Si se ejerciere este derecho, las partes concertarán los arreglos comerciales adecuados que no estarán sujetos a ningún otro acuerdo posterior entre las partes, como de otro modo se prevé según los artículos V y VI.

5.- Cualquier uranio de alto grado de enriquecimiento transferido conforme a este Convenio no tendrá un nivel de enriquecimiento en el isótopo 235 superior a los niveles que las partes acuerden que son los necesarios para los fines descritos en el parágrafo 4.

6.- Podrán transferirse pequeñas cantidades de material, incluyendo material nuclear especial, para su uso como muestras, patrones, detectores, blancos y otros fines que las partes pudieran acordar. Las transferencias realizadas de conformidad con este párrafo no estarán sujetas a las limitaciones de cantidad estipuladas en el parágrafo 4.

7.- Los Estados Unidos se esforzarán por adoptar las medidas necesarias a fin de garantizar un suministro seguro de combustible nuclear a Colombia, inclusive la puntual exportación de material nuclear y la disponibilidad de la capacidad para llevar a cabo esta empresa durante el período de vigencia del presente Convenio.

ARTICULO V

ALMACENAMIENTO Y TRANSFERENCIAS

1.- El material transferido con arreglo al presente Convenio, y el material usado en cualquier material o equipo transferido con arreglo al presente Convenio, o producido mediante el uso de dicho material o equipo podrán ser almacenados por cualquiera de las partes, salvo que cada parte garantice que no almacenará tal plutonio o uranio 233 (excepto los que estén contenidos en los elementos irradiados del combustible), ni uranio de alto grado de enriquecimiento sobre el que tenga jurisdicción, en ninguna instalación que no haya sido acordada con antelación por las partes.

2.- Material, equipo, o componentes transferidos conforme a este Convenio y cualquier material nuclear especial producido mediante el uso de dicho material o equipo, podrán ser transferidos por el país receptor, salvo que tal parte garantice que dichos material, equipos, componentes o el material nuclear especial, sobre los cuales tiene jurisdicción, no serán transferidos a personas no autorizadas ni, a menos que las partes así lo acuerden, más allá de su jurisdicción territorial.

ARTICULO VI

REPROCESAMIENTO Y ENRIQUECIMIENTO

1.- Cada parte garantiza que el material transferido a su jurisdicción y que

esté bajo la misma conforme al presente Convenio y el material usado en cualquier material o equipo transferido a su jurisdicción y que esté bajo la misma conforme a este Convenio o producido mediante el uso de dicho material o equipo, no serán reprocesados, a menos que las partes así lo acuerden. Cada parte garantiza que ningún plutonio, uranio 233, uranio altamente enriquecido, material básico o material nuclear especial irradiados, transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio, o producidos mediante el uso de cualquier material o equipo transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, será modificado ni en forma ni en contenido, salvo que las partes así lo acuerden, excepto por irradiación o irradiación adicional.

2.- Las partes garantizan que después de la transferencia, a menos que las partes así lo acuerden, no se enriquecerá ningún uranio transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, ni ningún uranio usado en cualquier equipo así transferido y que esté bajo su jurisdicción

ARTICULO VII

SEGURIDAD FISICA

1.- Cada parte garantiza que se mantendrá una adecuada seguridad física con respecto a cualquier material y equipo transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio y con respecto a cualquier material nuclear especial usado en cualquier material o equipo transferido a su jurisdicción o que esté bajo la misma conforme al presente Convenio o producido mediante el uso de dicho material o equipo transferido a su jurisdicción y que esté bajo la misma, conforme al presente Convenio.

2.- Las partes acuerdan aceptar los niveles para la aplicación de medidas de seguridad física estipuladas en el anexo, niveles estos que podrán modificarse mediante el consentimiento mutuo de las partes.

Las partes mantendrán adecuadas medidas de seguridad física de conformidad con dichos niveles. Tales medidas dispondrán, como mínimo, protección comparable a lo que se estipula en el documento INFCIRC/235/Revisión 1 del Organismo internacional de Energía Atómica, titulado "The Physical Protection of Nuclear Material" (La Protección física de material Nuclear), o en cualquier revisión de dicho documento acordada por las partes.

3.- Las partes examinarán la suficiencia de las medidas de seguridad física mantenidas de conformidad con el presente artículo, periódicamente y siempre que una de las partes considere que se requieran medidas revisadas para mantener una adecuada seguridad física.

4.- Cada parte identificará aquellos organismos o autoridades encargados de garantizar que se observen de manera adecuada los niveles de seguridad física y de coordinar las operaciones de respuesta y recuperación en el caso de uso o manejo no autorizado de material sujeto a este artículo. Cada parte designará, igualmente, puntos de contacto entre sus autoridades nacionales para cooperar en asuntos relativos al transporte fuera del país y en otras cuestiones de interés mutuo.

5.- Las disposiciones del presente artículo se pondrán en práctica en tal forma que impidan el entorpecimiento, la demora o la interferencia indebida en las actividades nucleares de las partes y que sean compatibles con las prácticas prudentes de administración requeridas para la realización económica y sin riesgos de los programas nucleares de las partes.

ARTICULO VIII

EXCLUSION DE APLICACIONES MILITARES O EN DISPOSITIVOS EXPLOSIVOS

Cada parte aarantiza que ningún material, equipo o componentes transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio y ningún material usado en cualquier material, equipo o componente transferidos así a su jurisdicción y que estén bajo la misma, o producido mediante el uso de dicho material, equipo o componentes, se utilizarán para ningún dispositivo nuclear explosivo, para investigación respecto a ningún dispositivo nuclear explosivo o diseño del mismo, ni para ningún fin militar.

ARTICULO IX

SALVAGUARDIAS

1.- El material transferido a Colombia conforme al presente Convenio y cualquier material básico o material nuclear especial usado en cualquier material, equipo o componentes transferidos de conformidad con el presente Convenio, o producido mediante el uso de los mismos, serán objeto de salvaguardias conforme al acuerdo entre Colombia y el OIEA para la aplicación de salvaguardias en relación con el Tratado sobre Proscripción de Armas Nucleares en América Latina (Tratado de Tlatelolco) suscrito el 27 de julio de 1979.

2.- Si los Estados Unidos de América o Colombia se enterasen de circunstancias que demuestren que por cualquier razón el OIEA no está aplicando o no aplicará salvaguardias de acuerdo con el Convenio según se dispone en el parágrafo 1, ambas partes, con el fin de asegurar la continuidad efectiva de las salvaguardias, efectuarán inmediatamente arreglos que se conformen a los principios y procedimientos de salvaguardias del OIEA y a la cobertura requerida en dicho parágrafo y que proporcionen seguridad equivalente

a la que se pretende asegurar mediante el sistema que reemplazan.

3.- Si cualquiera de las partes se enterase de las circunstancias a las que se refiere el paráarafo 2, los Estados Unidos de América tendrán los dere - chos que se enuncian más adelante. Estos derechos serán suspendidos si los Estados Unidos acuerdan que la necesidad para ejercer tales derechos está siendo satisfecha por la aplicación de las salvaauardias del OIEA de conformi dad con el parágrafo 2.

(A) Examinar, en forma oportuna, el diseño de cualquier equipo que va- ya a ser transferido conforme al Convenio, o de cualquier instalación que vaya a utilizar, fabricar, elaborar, o almacenar cualquier material así transferido o cualquier material nuclear especial usado en dicho material o equipo o producido mediante el uso de los mismos.

(B) Exiair el mantenimiento y producción de reaistros con objeto de pres- tar asistencia en la labor de aseaurar rendimiento de cuentas en rela- ción con material transferido de conformidad con el Convenio y cualquier ma terial básico o material nuclear especial usado en cualquier material, equipo o componentes así transferidos, o producido mediante el uso de los mismos.

(C) Desianar personal aceptable a Colombia que tendrá acceso a todos los luaares y datos necesarios para responder por el material al que hace referencia el subpárrafo B), inspeccionar cualquier equipo o instalación al que se refiere el subpárrafo A) e instalar cualquier dispositivo y realizar las medi - ciones independientes que se consideren necesarias para responder por dicho material.

Colombia no rehusará aceptar sin causa justificada a dicho personal desia nado por los Estados Unidos de América en virtud de este párrafo. Dicho per- sonal estará acompañado de personal designado por Colombia, si cualquiera de

las partes así lo solicitare.

4.- Cada parte establecerá y mantendrá un sistema para el rendimiento de cuentas y el control de todo el material transferido de conformidad con el presente Convenio y cualquier material usado en material, equipo o componentes así transferidos, o producido mediante el uso de los mismos, cuyos procedimientos sean comparables a los que se estipulan en el documento INFCIRC/153 (revisado) del OIEA, o en cualquier revisión de dicho documento acordada por las partes.

5.- A petición de cualquiera de las partes, la otra parte informará o permitirá al OIEA informar a la parte solicitante acerca de la situación de todos los inventarios de cualquier material sujeto al parágrafo 1, de este artículo.

6.- La información sobre diseños relativos a las salvaguardias para nuevo equipo que requiera ser salvaguardado según este Convenio, deberá ser suministrada al OIEA a su solicitud de modo oportuno.

7.- Las partes garantizan que tomarán las medidas que sean necesarias para mantener y facilitar la aplicación de las salvaguardias dispuestas en este artículo.

8.- Las disposiciones del presente artículo se pondrán en práctica en tal forma que impidan el entorpecimiento, la demora o la interferencia indebida en las actividades nucleares de las partes y que sean compatibles con las prácticas prudentes de administración requeridas para la realización económica y sin riesgos de los programas nucleares de las partes.

ARTICULO X

CONTROLES DE SUMINISTRADORES MULTIPLES

Si un acuerdo entre cualquiera de las partes y otra nación o grupo de naciones otorga a dicha nación o grupo de naciones derechos equivalentes a cualquiera o a todos aquéllos estipulados en virtud de los artículos V, VI ó VII, con respecto al material, equipo, o componentes sujetos al presente Convenio, las partes, a petición de cualquiera de ellas, podrán acordar que la puesta en práctica de tales derechos se cumpla por dicha nación o grupo de naciones.

ARTICULO XI

.- CESE DE LA COOPERACION

1.- Si cualquiera de las partes, en cualquier momento después de la entrada en vigor del presente Convenio:

(A) No cumple con las disposiciones de los artículos V, VI, VII, VIII ó IX, o

(B) Da por terminado, revoca o infringe en forma esencial un acuerdo sobre salvaguardias del OIEA, la otra parte tendrá derecho de cesar la cooperación ulterior en virtud del presente Convenio y exigir la devolución de cualquier material, equipo o componentes transferidos en virtud del presente Convenio, y de cualquier material nuclear especial producido mediante el uso de los mismos.

2.- Si Colombia en cualquier momento después de la entrada en vigor del presente Convenio detona un dispositivo nuclear explosivo, los Estados Unidos tendrán los mismos derechos que contempla el parágrafo 1.

3.- Si cualquiera de las partes ejerciere sus derechos de exigir, en virtud del presente artículo, la devolución de cualquier material, equipo o componentes, después del traslado desde el territorio de la otra Parte, ella reembol-

será a la otra parte el valor justo de mercado de dichos materiales, equipos o componentes.

En caso de que se ejerciere este derecho, las partes harán los otros arreglos adecuados necesarios, que no estén sujetos a ningún acuerdo adicional entre las partes, como de otro modo se prevé seqún los artículos V y VI.

ARTICULO XII

.- EXPIRACION DEL CONVENIO ANTERIOR

1.- El "Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con Usos Civiles de Energía Atómica" firmado el 9 de abril de 1962, seqún fue enmendado, expiró el 28 de marzo de 1977. El canje de notas del 28 de marzo de 1977 que prorrogó los términos y condiciones de dicho Convenio, seqún fue enmendado, en relación con el material y equipo sujeto al mismo, expirará en la fecha en la que este Convenio entre en vigor.

2.- La cooperación iniciada en virtud del Convenio previo continuará de conformidad con las disposiciones del presente Convenio. Todas las disposiciones del presente Convenio se aplicarán al material y equipo sujetos al Convenio previo.

ARTICULO XIII

CONSULTAS Y PROTECCION AMBIENTAL

1.- Las partes se comprometen a emprender consultas, a solicitud de cualquiera de ellas, con respecto a la puesta en práctica del presente Convenio y al desarrollo de la cooperación futura en el campo de los usos pacíficos de la energía nuclear.

2.- Las partes se consultarán, con respecto a actividades de acuerdo con el presente Convenio, a fin de identificar las consecuencias ambientales internacionales derivadas de dichas actividades y cooperarán para proteger el medio ambiente internacional de la contaminación radioactiva, química o térmica resultante de actividades nucleares pacíficas realizadas en virtud del presente Convenio y en relación con cuestiones afines de salud y seguridad.

ARTICULO XIV

VIGENCIA Y DURACION

1.- Cada una de las partes notificará por escrito a la otra parte cuando haya cumplido con los requisitos pertinentes para la entrada en vigor del presente Convenio.

Este Convenio entrará en vigor en la fecha en la que se reciba la última de dichas notificaciones y permanecerá vigente durante un período de treinta (30) años. Las Partes podrán prorrogar esta duración por períodos adicionales.

2.- No obstante la suspensión, terminación o expiración del presente Convenio o de cualquier cooperación en virtud del mismo, por cualquier motivo, los artículos V, VI, VII, VIII, IX y XI, continuarán en vigor mientras cualquier material, equipo o componentes sujetos a dichos artículos permanezcan en el territorio de la parte interesada o bajo su jurisdicción o control en cualquier lugar, o hasta que las partes acuerden que dicho material, equipo o componentes ya no son utilizables para ninguna actividad nuclear pertinente desde el punto de vista de las salvaguardias.

3.- Cada parte tendrá el derecho de dar por terminada la cooperación prevista en el presente Convenio, dando aviso de su intención a la otra parte con un (1) año de anticipación y con sujeción a las condiciones estipuladas en el párrafo 2.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, han suscrito el presente Convenio.

HECHC en Bogotá D.E., el día ocho (8) del mes de Enero de mil novecientos ochenta y uno (1.981), en duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

POR EL GCBIERNO DE LCS ESTADOS UNIDCS DE AMERICA

THOMAS DAVID BOYATT
Embajador Extraordinario y Plenipotenciario

POR EL GCBIERNC DE LA REPUBLICA DE COLCMBIA

DIEGO URIBE VARGAS
Ministro de Relaciones Exteriores

[SEAL]

ANEXO

De conformidad con el párrafo 2 del Artículo VII, los niveles de seguridad física convenidos, que serán garantizados por las autoridades nacionales competentes, en el uso, almacenamiento y transporte de los materiales mencionados en el cuadro adjunto, incluirán, como mínimo, características de protección que se especifican a continuación:

CATEGORIA III

Uso y almacenamiento dentro de una zona de acceso controlado. Transporte sujeto a precauciones especiales, inclusive arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor respectivamente, en caso de transporte internacional, especificando el tiempo, el lugar y los procedimientos que deban seguirse para la transferencia de responsabilidades relativas al transporte.

CATEGORIA II

Uso y almacenamiento dentro de una zona protegida de acceso controlado, por ejemplo, una zona sometida a la vigilancia constante por parte de guardias o dispositivos electrónicos, rodeada de una barrera física con un número limitado de puntos de entrada bajo control adecuado, o cualquier zona con un nivel equivalente de protección física. Transporte sujeto a precauciones especiales, que incluyan arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor respectivamente, en caso de transporte internacional, especificando el tiempo, el lugar y los procedimientos que deban seguirse para la transferencia de responsabilidades relativas al transporte.

CATEGORIA I

Los materiales comprendidos dentro de esta categoría estarán protegidos contra el uso no autorizado mediante sistemas sumamente seguros, según se indica a continuación:

Uso y almacenamiento dentro de una zona sumamente protegida; es decir, una zona protegida como se ha definido en la anterior categoría II, el acceso a la cual, además, esté restringido a personas consideradas como dignas de confianza, y que esté sometido a vigilancia por parte de guardias en estrecha comunicación con adecuadas fuerzas de alerta. Las medidas específicas adoptadas en este contexto tendrán por fin la detección y prevención de cualquier asalto, acceso no autorizado o retirada no autorizada de material.

Transporte sujeto a precauciones especiales tales como las identificaciones anteriormente para el transporte de materiales comprendidos dentro de las categorías II y III, que, además, esté sometido a vigilancia constante por parte de escoltas, y en condiciones que aseguren el mantenimiento de una estrecha comunicación con fuerzas adecuadas de alerta.

CUADRO: CLASIFICACION POR CATEGORIAS DE MATERIAL NUCLEAR[e]

Material	Forma	Categoría I	Categoría II	Categoría III
1.- Plutonio[a,f]	Sin irradiar[b]	2 kg o más	Menos de 2kg pero más de 500 g.	500 g. o menos[c]
2.- Uranio 235[d]	Sin irradiar[b]			
	- uranio enriquecido al 20% o más, en el isótopo U235	5 Kg o más	Menos de 5 Kg pero más de 1 Kg.	1 Kg o menos[c]
	- uranio enriquecido al 10% pero menos del 20%, en el isótopo U235	---	10 Ka o más	menos de 10 Kg[c]
	- uranio enriquecido por encima de su estado natural, pero menos del 10% en el isótopo U235.	---	----	10 Kg o más
3.- Uranio 233	Sin irradiar[b]	2 Kg o más	menos de 2Kg, pero más de 500 a.	500 go menos[c]

a.- Todo el plutonio, excepto el que tenga una concentración isotópica superior al 80% en plutonio 238.

b.- Material que no ha sido irradiado en un reactor o material irradiado en un reactor, pero con un nivel de radiación igual o menor de 100 rad/hora a un metro sin blindaje.

c.- Debería estar exento lo que sea menos de una cantidad radiológicamente significativa.

d.- El uranio natural, uranio y torio empobrecidos, y cantidades de uranio enriquecido a menos del 10% que no estén comprendidos en la categoría III, deberían protegerse de conformidad con prácticas prudentes de control.

e.- El combustible irradiado debería estar protegido como material nuclear de las Categorías I, II y III, según la categoría del combustible nuevo. No obstante, el combustible que en virtud de su contenido original de material fisionable esté incluído como Categoría I o II antes de la irradiación deberá reducirse solamente un nivel de categoría, mientras el nivel de radiación del combustible exceda de 100 rad/hora a un metro sin blindaje.

f.- Las autoridades estatales competentes deberían determinar si existe una amenaza verosímil de dispersar plutonio con intención malévola. El Estado debería entonces aplicar los requisitos de protección física para el material nuclear de Categorías I, II, y III, según estime conveniente, y sin tener en cuenta la cantidad de plutonio especificada aquí para cada Categoría, a los isótopos de plutonio en las cantidades y formas que, según las especificaciones del Estado, caigan dentro del alcance de la amenaza verosímil de dispersión.

[EXCHANGE OF NOTES]

BOGOTÁ, *January 8, 1981*

No. 149

Excellency:

I have the honor to refer to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Nuclear Energy (hereinafter referred to as the "agreement").

During the discussions leading up to the agreement, which was signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Colombia.

For the purposes of implementing the rights specified in Articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to paragraphs 1 and 2 of Articles 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. Pending such implementation, if any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225 Revision 1, the United States shall so inform Colombia prior to shipment of such material and seek interim arrangements satisfactory to both parties.

If the Government of the Republic of Colombia concurs, I suggest that this Note and your Excellency's reply be regarded as constituting an agreement between our two Governments, with the duration as provided in article 14 of the agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

His Excellency
DOCTOR DIEGO URIBE VARGAS
Minister of Foreign Relations
Bogota

THOMAS DAVID BOYATT

AE.-

Bogotá, 8 de enero de 1981

Excelencia:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia, fechada el día de hoy, que a la letra dice:

"I Have the honor to refer to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Nuclear Energy (hereinafter referred to as the "agreement").

During the discussions leading up to the agreement, which was signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Colombia.

For the purposes of implementing the rights specified in Articles 5, 6 and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special -

A Su Excelencia
El Señor Thomas David Boyatt
Embajador Extraordinario y Plenipotenciario
de la Embajada de los Estados Unidos
CIUDAD.-

nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to paragraphs 1 and 2 of Articles 7, while most facilities in the United States provide physical protection comparable to - that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. Pending such implementation, if any proposed recipient of Category - II or III material transferred pursuant to the agreement does not provide physical protection as a minimun comparable to that set forth in INFCIRC/225 - Revision 1, the United States shall so inform Colombia prior to shipment of - such material and seek interim arrangements satisfactory to both parties.

If the Government of the Republic of Colombia concurs, I suggest that this Note and your Excellency's reply be regarded as constituting an - agreement between our two Governments, with the duration as provided in article 14 of the agreement."

Tengo el honor de confirmar, a nombre del Gobierno de la República de Colombia, el acuerdo antes transcrito y acordar que la nota de Vuestra Excelencia y la presente sean consideradas como constitutivas de un acuer

do entre los dos Gobiernos el cual tendrá la duración que estipula el Artículo XIV del Convenio.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi mas alta y distinguida consideración.

DIEGO URIBE VARGAS
Ministro de Relaciones Exteriores.

TRANSLATION

No. AE.-00755

Bogota, January 8, 1981

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date which reads as follows:

[For the text of the U.S. note, see pp. 45-46.]

On behalf of the Government of the Republic of Colombia, I have the honor to concur in the terms of the agreement transcribed above and to accept that Your Excellency's note and this reply shall constitute an agreement between our two Governments, with the duration as provided in Article 14 of the agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Diego Uribe Vargas

Diego Uribe Vargas
Minister of Foreign Relations

His Excellency
Thomas David Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States,
Bogota.

GPO 1985 49-383 (12800)

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

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10734

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JUDICIAL ASSISTANCE

Criminal Investigations

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Treaty, With Exchange of Notes,
Between the UNITED STATES OF AMERICA
and the NETHERLANDS

Signed at The Hague June 12, 1981

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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NETHERLANDS

Judicial Assistance: Criminal Investigations

Treaty, with exchange of notes, signed at The Hague June 12, 1981;
Transmitted by the President of the United States of America to the Senate August 6, 1981 (Treaty Doc. No. 97-16, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1981 (S. Ex. Rept. No. 97-36, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate December 2, 1981;
Ratified by the President January 4, 1982;
Ratified by the Netherlands, with reservation, July 12, 1983;
Ratifications exchanged at Washington August 16, 1983;
Proclaimed by the President October 11, 1983;
Entered into force September 15, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Kingdom of the Netherlands on Mutual Assistance in Criminal Matters, together with a related exchange of notes, was signed at The Hague on June 12, 1981, the texts of which, in the English and Dutch languages, are hereto annexed;

The Senate of the United States of America by its resolution of December 2, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty and related exchange of notes;

The Treaty and related exchange of notes were ratified by the President of the United States of America on January 4, 1982, in pursuance of the advice and consent of the Senate, and duly ratified on the part of the Kingdom of the Netherlands;

It is provided in Article 19 of the Treaty that the Treaty shall enter into force 30 days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on August 16, 1983; and accordingly the Treaty entered into force on September 15, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty and related exchange of notes, to the end that they be observed and fulfilled with good faith on and after September 15, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of October in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

Treaty between the United States of America and the Kingdom of the Netherlands on mutual assistance in criminal matters

The Government of the United States of America and the Government of the Kingdom of the Netherlands, desiring to conclude a Treaty on mutual assistance in criminal matters, have agreed as follows:

Article 1

Obligation to Render Assistance

1. The Contracting Parties undertake to afford each other, upon request and in accordance with the provisions of this Treaty, mutual assistance in criminal investigations and proceedings.

2. Assistance shall include, but not be limited to:

a. locating persons;

b. serving documents;

c. providing records;

d. taking the testimony or statements of persons;

e. producing documents;

f. executing requests for search and seizure; and

g. transferring persons in custody for testimonial purposes.

Article 2

Locating Persons

The Requested State shall make thorough efforts to ascertain the location of persons specified in the request and believed to be within the Requested State.

Article 3

Serving Documents

1. The Requested State shall cause service of any legal document transmitted for this purpose by the Requesting State.

2. Any request for the service of a document requiring the appearance of a person before an authority in the Requesting State shall be transmitted a reasonable time before the scheduled appearance.

3. The Requested State shall return as proof of service a dated receipt signed by the person served or a declaration signed by the officer making service, specifying the form and date of service.

Article 4

Providing Records of Government Offices or Agencies

1. The Requested State shall provide a copy of a publicly available record of a government office or agency, duly authenticated by an appropriate official.

2. The Requested State may provide any record or information in the possession of a government office or agency, but not publicly available, to the same extent and under the same conditions as it would be available to its own law enforcement or judicial authorities. The Requested State in its discretion may deny the request entirely or in part.

Article 5

Taking Testimony and Producing Documents in the Requested State

1. A person from whom evidence is sought shall, if necessary, be compelled by subpoena to appear and testify or produce documents, records and articles to the same extent as in investigations or proceedings in the Requested State. Testimonial privileges under the laws of the Requesting State shall not apply in the execution of requests under this Article.

2. On request, the Requested State shall state the date and place of the taking of testimony.

3. At the execution of a request, the Requested State shall permit the presence of an accused, counsel for the accused, and any other interested person specified in the request.

4. The executing authority shall provide any person permitted to be present the opportunity to pose questions for the person whose testimony is sought.

Article 6

Executing Requests for Search and Seizure

1. The Requested State shall execute requests for search and seizure in accordance with its laws and practices if the subject offense is punishable under the laws of both Contracting Parties by deprivation of liberty for a period exceeding one year, or, if less, is specified in the Annex of this Treaty.

The competent Authorities referred to in Article 14 may agree in writing upon any modifications of the Annex. Such modifications shall take effect on a date to be determined in an exchange of diplomatic notes.

2. An offense shall be deemed punishable under the laws of the Requested State if the acts or omissions alleged, occuring in similar circumstances in the Requested State, would constitute a criminal offense under the laws of that State. For purposes of this paragraph, purely jurisdictional elements of United States Federal offenses, such as the use of the mails or interstate commerce, shall not be considered as essential elements of these offenses.

3. A request to the Kingdom of the Netherlands for the production of documents from private persons shall comply with this Article.

4. A request to the United States for a search and seizure shall be accompanied by a statement made under oath before, or by a judge in the Kingdom of the Netherlands, which shall establish good cause to believe that an offense has taken place or is about to take place and that evidence of the offense is to be found on the persons or the premises to be searched, and shall provide a precise description of the person or premises to be searched. Such a statement shall be considered in the United States in lieu of an affidavit sworn before a United States judicial officer.

5. Documents produced under this Article shall be duly authenticated as specified in the request, and a record shall be made of every transfer of other articles or evidence seized. Such records of transfer shall be admitted as evidence of the truth of the facts they assert.

Article 7

Transferring Persons in Custody to the Requesting State

1. A person in custody needed as a witness or for purposes of confrontation before an authority in the Requesting State shall be transported to the Requesting State if:

a. the person in custody consents;

b. no substantial extention of that person's custody is anticipated; and

c. the Requested State has no reason to deny the transfer.

2. The Requested State may postpone execution of the request for as long as the presence of the person is necessary for an investigation or proceeding in the Requested State.

3. The Requesting State shall have authority and be obligated to keep the person in custody unless the Requested State has ordered release.

4. The Requesting State shall return a person not released under paragraph 3 to the custody of the Requested State as soon as circumstances permit or as otherwise agreed. The Requesting State shall not decline to return a person transferred because such person is a national of that State.

Article 8

Transferring Persons in Custody to the Requested State

1. When the Requesting State requires the transfer to the other State of a person in custody for purposes of confrontation, the request shall so state.

2. The Requested State shall hold the person in custody, unless the Requesting State has ordered release.

3. The Requested State shall return a person not released under paragraph 2 to the custody of the Requesting State as soon as circumstances permit or as otherwise agreed. The Requested State shall not decline to return the person transferred because such person is a national of that State.

Article 9

Safe Conduct

1. A person appearing before an authority in either State pursuant to this Treaty shall not be subject to suit, or be detained or subjected to any other restriction of personal liberty, with respect to any act or conviction which preceded departure, except as provided in Articles 7 and 8 and in the following paragraph.

2. A person, of whatever nationality, summoned before the judicial authorities of the Requesting State as an accused, shall not be prosecuted or subjected to any restriction of personal liberty for acts or convictions prior to departure from the Requested State and not specified in the summons.

3. Safe conduct provided in this Article shall cease if, ten days after the person appearing has been notified that his or her presence is no longer required, that person has not left the Requesting State or, having left, has returned.

4. A person appearing as a witness in the Requesting State may refuse to testify when that person, because of occupation, has an obligation or right to do so under the laws of the Requested State and the testimony required relates to protected information. The Requesting State shall respect the obligation or right when the Competent Authority of the Requested State verifies that such obligation or right exists.

Article 10

Limitations on Compliance

1. The Requested State may deny a request to the extent that:

a. execution of the request would prejudice the security or other essential public interests of the Requested State;

b. the request relates to a matter considered a political offense by the Requested State;

c. the request relates to the prosecution of a person who is immune from prosecution for the offense for which assistance is requested, by reason of the laws of the Requested State relating to prior jeopardy; or

d. the request does not comply with the provisions of this Treaty.

2. The Requested State may postpone execution of a request or grant it subject to conditions, if execution would interfere with an ongoing investigation or legal proceeding in the Requested State.

3. The Requested State shall immediately inform the Requesting State of the reason for denying or postponing the execution of a request.

Article 11

Protecting Confidentiality and Restricting Use

1. When necessary, the Requested State may require that evidence and information provided under this Treaty and information derived therefrom be kept confidential in accordance with stated conditions, except to the extent that disclosure is necessary as evidence in a public proceeding.

2. The Requesting State shall not use any evidence obtained under this Treaty, nor any information derived therefrom, for purposes other than those stated in the request, without the prior consent of the Requested State.

Article 12

Executing Requests

1. The Competent Authority of the Requested State shall promptly comply with the request or, when appropriate, transmit it for execution to the authority having jurisdiction.

2. Requests shall be executed according to the domestic law and procedures of the Requested State except to the extent that this Treaty provides otherwise. Procedures specified in the request, even if unfamiliar to the Requested State, shall be followed except to the extent specifically prohibited by the laws of the Requested State.

Article 13

Contents of Requests

1. A request for assistance shall indicate:

a. the name of the authority conducting the investigation or proceeding to which the request relates;

b. the subject matter and nature of the investigation or proceeding;

c. a description of the evidence or information sought or the acts to be performed; and

d. the purpose for which the evidence, information or action is sought.

2. To the extent necessary and possible, a request shall include:

a. available information on the identity and whereabouts of a person to be located;

b. the identity and location of a person to be served, that person's relationship to the proceeding and the manner in which service is to be made;

c. the identity and location of persons from whom evidence is sought;

d. a description of the manner in which any testimony is to be taken and recorded;

e. a list of questions to be answered;

f. a precise description of the place to be searched and the objects to be seized;

g. a description of any particular procedure to be followed in executing the request; and

h. information as to the allowances and expenses to which a person appearing in the Requesting State will be entitled.

Article 14

Competent Authorities

All requests for assistance shall be made and executed through a Competent Authority for each Contracting Party. The Competent Authorities of the two States shall communicate directly with each other for the purpose of carrying out the provisions of this Treaty. For the United States of America, the Competent Authority shall be the Attorney General or that person's designee. For the Kingdom of the Netherlands, the Competent Authority shall be the Minister of Justice in the Netherlands or the Minister of Justice in the Netherlands Antilles or their designees.

Article 15

Return of Completed Requests

1. Upon completion of a request the Requested State shall, unless otherwise agreed, return the original request together with all information and evidence obtained, indicating place and time of execution, to the Requesting State.

2. To the extent possible, all documents and records to be furnished pursuant to a request under this Treaty shall be complete and in unedited form. Upon application of the Requesting State, the Requested State shall make every effort to furnish original documents and records.

Article 16

Return of Documents, Records or Articles of Evidence

The Requesting State shall return any documents, records or articles of evidence furnished in execution of requests as soon as possible unless the Requested State waives their return.

Article 17

Costs and Translations

1. The Requested State shall render assistance without cost to the Requesting State except for fees of private experts specified in the request.

2. The Requesting State shall bear all expenses related to the transfer under Articles 7 and 8 of a person in custody.

3. Requests shall be provided in both Dutch and English. Translation of documents provided pursuant to requests is incumbent on the Requesting State.

Article 18

Other Treaties and Domestic Laws

1. Assistance and procedures provided by this Treaty shall be without prejudice to, and shall not prevent or restrict, any assistance or procedure available under other international conventions or arrangements or under the domestic laws of the Contracting Parties.

2. Except where this Treaty specifically sets forth rules for the admissibility of evidence, the provisions of this Treaty shall not give rise to a right on the part of any person to take any action in a criminal proceeding to suppress or exclude any evidence. This Treaty does not expand or limit rights to judicial review otherwise available under domestic law.

3. No provision governing extradition of persons, whether of domestic law or treaty, shall apply to the transfer of persons under Articles 7 and 8 or to appearance under paragraph 2 of Article 9.

Article 19

Entry into Force

1. This Treaty shall be subject to ratification; the instruments of ratification shall be exchanged at Washington, D.C. as soon as possible.

2. This Treaty shall enter into force 30 days after the exchange of the instruments of ratification.[1] This Treaty shall apply both with respect to acts committed before or after its entry into force.

Article 20

Scope of Application

1. As regards the Kingdom of the Netherlands, the present Treaty shall apply to the territory of the Kingdom in Europe and to the Netherlands Antilles,[2] unless the instrument of ratification of the Government of the Kingdom of the Netherlands, referred to in Article 19, shall otherwise provide.

2. The Kingdom of the Netherlands reserves the right to declare at the time of ratification that this Treaty shall not apply to requests for assistance relating to fiscal offenses addressed to the Netherlands Antilles.[3] This reservation may at any time be wholly or partially withdrawn through an exchange of diplomatic notes between the Contracting Parties.

Article 21

Denunciation

1. Either Contracting Party may terminate this Treaty at any time by giving notice to the other Party and the termination shall be effective six months after the date of receipt of such notice.

2. Termination of this Treaty by the Government of the Kingdom of the Netherlands may be limited to one of the constituent parts of the Kingdom.

DONE at The Hague on 12 June 1981 in two copies in the English and Dutch languages, each version being equally authentic.

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[1] Sept. 15, 1983.

[2] By note dated Dec. 31, 1985 the Government of the Netherlands informed the Government of the United States that Aruba would obtain internal autonomy within the Kingdom of the Netherlands on January 1, 1986 and that as of that date the Treaty would apply to the Netherlands Antilles *and* Aruba.

[3] Declaration was made in note by the Government of the Netherlands dated Aug. 16, 1983.

Verdrag tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden aangaande wederzijdse rechtshulp in strafzaken

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden, geleid door de wens een verdrag te sluiten aangaande de wederzijdse rechtshulp in strafzaken, zijn het volgende overeengekomen:

Artikel 1

Verplichting tot hulpverlening

1. De Verdragsluitende Partijen verbinden zich om, op verzoek en in overeenstemming met de bepalingen van dit Verdrag, elkaar wederzijds hulp te verlenen bij strafrechtelijk onderzoek en strafrechtelijke procedures.

2. Deze rechtshulp omvat onder meer:

a. opsporing van personen;

b. betekening van stukken;

c. het verstrekken van documenten;

d. het horen van personen als getuige of anderszins;

e. overlegging van stukken;

f. uitvoering van verzoeken tot huiszoeking en inbeslagneming; en

g. overdracht van personen die zich in detentie bevinden, met het oog op het afleggen van een getuigenverklaring.

Artikel 2

Opsporing van personen

De aangezochte Staat doet al het mogelijke om de verblijfplaats vast te stellen van personen, die in het verzoek zijn opgegeven en van wie wordt vermoed dat zij zich in de aangezochte Staat bevinden.

Artikel 3

Betekening van stukken

1. De aangezochte Staat zorgt voor de betekening van alle gerechtelijke stukken die hem met dat doel door de verzoekende Staat worden toegezonden.

2. Ieder verzoek tot betekening van een stuk waarin de verschijning van een persoon wordt gelast voor een autoriteit in de verzoekende Staat dient een redelijke tijd vóór het vastgestelde tijdstip van de verschijning te worden toegezonden.

3. De aangezochte Staat zendt als bewijs van de betekening een gedagtekende, door degene aan wie de betekening is verricht, ondertekende ontvangstbevestiging terug, dan wel een door de ambtenaar die de betekening heeft verricht, ondertekende verklaring waarin de vorm en de datum van de betekening nauwkeurig worden vermeld.

Artikel 4

Het verstrekken van documenten van overheidsinstanties of -instellingen

1. De aangezochte Staat verstrekt afschriften van voor een ieder toegankelijke gegevens uit de administratie van overheidsinstanties of -instellingen, die naar behoren dienen te worden gewaarmerkt door een bevoegde functionaris.

2. De aangezochte Staat kan in de administratie voorkomende of andere gegevens, in het bezit van overheidsinstanties of -instellingen, die niet voor een ieder toegankelijk zijn, verstrekken in dezelfde mate en onder dezelfde voorwaarden als deze ter beschikking zouden kunnen worden gesteld van zijn eigen opsporings- of gerechtelijke autoriteiten. De aangezochte Staat mag het verzoek naar eigen inzicht geheel of gedeeltelijk afwijzen.

Artikel 5

Het horen van getuigen en de overlegging van stukken in de aangezochte Staat

1. Een persoon van wie bewijsmateriaal wordt verlangd kan, indien nodig, worden gedagvaard ten einde te getuigen of worden gedwongen stukken, documenten en zaken over te leggen in dezelfde mate als in geval van een vooronderzoek of onderzoek ter terechtzitting in de aangezochte Staat. Rechten tot verschoning van het afleggen van getuigenverklaringen krachtens de wetten van de verzoekende Staat zijn niet van toepassing bij de uitvoering van verzoeken krachtens dit artikel.

2. De aangezochte Staat vermeldt op verzoek de datum en plaats van het getuigenverhoor.

3. De aangezochte Staat stemt, bij de uitvoering van een verzoek, toe in de aanwezigheid van de verdachte, de raadsman van de verdachte en van iedere andere, in het verzoek opgegeven belanghebbende.

4. De autoriteit die het verzoek uitvoert verschaft een ieder wiens aanwezigheid is toegestaan gelegenheid tot het stellen van vragen te richten tot degene van wie verklaringen worden verlangd.

Artikel 6

Uitvoering van verzoeken tot huiszoeking en inbeslagneming

1. De aangezochte Staat geeft gevolg aan verzoeken tot huiszoeking en inbeslagneming overeenkomstig zijn wetten en gebruiken, indien op het desbetreffende feit krachtens de wetten van beide Verdragsluitende Partijen een vrijheidsstraf is gesteld van meer dan een jaar, of, indien daarop een kortere vrijheidsstraf is gesteld, dat feit is vermeld in de Bijlage bij dit Verdrag.

De Bevoegde Autoriteiten bedoeld in artikel 14 kunnen schriftelijk wijzigingen van de Bijlage overeenkomen. Dergelijke wijzigingen treden in werking op een in een diplomatieke notawisseling vast te stellen datum.

2. Een feit wordt geacht krachtens de wetten van de aangezochte Staat strafbaar te zijn gesteld indien het beweerde handelen of nalaten, wanneer het onder gelijksoortige omstandigheden in de aangezochte Staat zou hebben plaatsgevonden, een strafbaar feit zou hebben opgeleverd krachtens de wetten van die Staat. Voor de toepassing van dit lid worden rechtsmachtbepalende elementen van strafbare feiten, opgenomen in federale wetten van de Verenigde Staten, zoals het gebruik van de posterijen of de handel tussen de staten, niet beschouwd als wezenlijke elementen van die strafbare feiten.

3. Een verzoek aan het Koninkrijk der Nederlanden tot overlegging van stukken, afkomstig van particulieren, dient aan het bepaalde in dit artikel te voldoen.

4. Een verzoek tot huiszoeking en inbeslagneming gericht tot de Verenigde Staten dient vergezeld te gaan van een voor of door een rechter in het Koninkrijk der Nederlanden op ede afgelegde verklaring, waaruit blijkt dat er gegronde redenen bestaan om aan te nemen dat een strafbaar feit is gepleegd of zal worden gepleegd en dat bewijsmateriaal ter zake bij de te onderzoeken personen of percelen zal worden gevonden, en waarin een nauwkeurige aanduiding van de te onderzoeken personen of percelen wordt gegeven. Een dergelijke verklaring geldt in de Verenigde Staten als een voor een Amerikaanse rechterlijke autoriteit onder ede afgelegde verklaring (affidavit).

5. Krachtens dit artikel overgelegde stukken worden naar behoren gewaarmerkt, als aangegeven in het verzoek, en van iedere overdracht van andere in beslag genomen zaken of van ander in beslag genomen bewijsmateriaal wordt een proces-verbaal opgesteld. Dergelijke verbalen betreffende overdracht worden erkend als bewijs van de daarin vermelde feiten.

Artikel 7

Overdracht van personen die zich in detentie bevinden naar de verzoekende Staat

1. Een persoon die zich in detentie bevindt en wiens verschijning als getuige of tot confrontatie voor een autoriteit in de verzoekende Staat noodzakelijk is, wordt naar de verzoekende Staat overgebracht indien:

a. degene die zich in detentie bevindt daarmee instemt;

b. geen belangrijke verlenging van zijn detentie wordt verwacht; en

c. de aangezochte Staat geen redenen heeft de overbrenging te weigeren.

2. De aangezochte Staat kan de uitvoering van het verzoek uitstellen zolang de aanwezigheid van de persoon noodzakelijk is in verband met een vooronderzoek of onderzoek ter terechtzitting in de aangezochte Staat.

3. De verzoekende Staat heeft de bevoegdheid en is verplicht de persoon in detentie te houden, tenzij de aangezochte Staat de vrijlating heeft bevolen.

4. De verzoekende Staat draagt een persoon die niet krachtens het derde lid is vrijgelaten wederom in detentie over aan de aangezochte Staat, zodra de omstandigheden dat toelaten of zoals anderszins wordt overeengekomen. De verzoekende Staat weigert niet een overgebrachte persoon wederom over te dragen omdat deze onderdaan van die Staat is.

Artikel 8

Overdracht van personen die zich in detentie bevinden naar de aangezochte Staat

1. Wanneer de verzoekende Staat de overdracht van een zich in detentie bevindende persoon naar de andere Staat tot confrontatie verlangt, maakt het verzoek daarvan melding.

2. De aangezochte Staat houdt de persoon in detentie, tenzij de verzoekende Staat de vrijlating heeft bevolen.

3. De aangezochte Staat draagt een persoon die niet krachtens het tweede lid is vrijgelaten wederom in detentie over aan de verzoekende Staat, zodra de omstandigheden dat toelaten of zoals anderszins wordt overeengekomen. De aangezochte Staat weigert niet de overgebrachte persoon wederom over te dragen omdat deze onderdaan van die Staat is.

Artikel 9

Vrijgeleide

1. Een persoon die ingevolge dit Verdrag voor een autoriteit in de andere Staat verschijnt, kan niet voor de rechter worden gebracht, noch in hechtenis genomen of onderworpen aan enige andere beperking van zijn persoonlijke vrijheid, met betrekking tot een feit of veroordeling vóór zijn vertrek, behalve als voorzien in de artikelen 7 en 8 en in het volgende lid.

2. Een persoon, ongeacht van welke nationaliteit, die is gedagvaard om als verdachte te verschijnen voor de gerechtelijke autoriteiten van de verzoekende Staat wordt niet vervolgd of onderworpen aan enige beperking van zijn persoonlijke vrijheid, wegens feiten of veroordelingen vóór zijn vertrek uit de aangezochte Staat die niet in de dagvaarding zijn omschreven.

3. Het in dit artikel verschafte vrijgeleide eindigt, indien de verschijnende persoon tien dagen nadat hij ervan in kennis is gesteld dat zijn aanwezigheid niet langer is vereist, de verzoekende Staat niet heeft verlaten of, na die Staat te hebben verlaten, daar is teruggekeerd.

4. Een persoon die als getuige verschijnt in de verzoekende Staat kan weigeren een getuigenverklaring af te leggen wanneer hij daartoe krachtens de wetten van de aangezochte Staat uit hoofde van zijn beroep een verplichting of een recht heeft, en de verlangde getuigenverklaring betrekking heeft op beschermde gegevens. De verzoekende Staat eerbiedigt de verplichting of het recht wanneer de bevoegde autoriteit van de aangezochte Staat bevestigt dat een zodanige verplichting of een zodanig recht bestaat.

Artikel 10

Beperkingen op de inwilliging

1. De aangezochte Staat kan een verzoek afwijzen in zoverre:

a. de uitvoering van het verzoek zou kunnen leiden tot een aantasting van de veiligheid of van andere, wezenlijke algemene belangen van die Staat;

b. het verzoek betrekking heeft op een zaak die door de aangezochte Staat als een politiek delict wordt beschouwd;

c. het verzoek betrekking heeft op de vervolging van een persoon die uit hoofde van de wetten van de aangezochte Staat betreffende een voorafgaande vervolging niet kan worden vervolgd ter zake van het strafbare feit waarvoor de rechtshulp wordt gevraagd;

d. het verzoek niet voldoet aan de bepalingen van dit Verdrag.

2. De aangezochte Staat kan de uitvoering van een verzoek uitstellen of dit inwilligen onder bepaalde voorwaarden, indien de uitvoering een vooronderzoek of een onderzoek ter terechtzitting in de aangezochte Staat, zou doorkruisen.

3. De aangezochte Staat stelt de verzoekende Staat onmiddellijk in kennis van de reden van een weigering of uitstel van de uitvoering van een verzoek.

Artikel 11

Bescherming van vertrouwelijke gegevens en beperking van hun gebruik

1. De aangezochte Staat kan, indien nodig, verlangen dat bewijsmateriaal en gegevens, bij de toepassing van dit Verdrag verstrekt en gegevens daaraan ontleend, vertrouwelijk blijven overeenkomstig vastgestelde voorwaarden, behalve voor zover openbaarmaking noodzakelijk is als bewijs in een openbaar proces.

2. De verzoekende Staat gebruikt zonder voorafgaande toestemming van de aangezochte Staat, geen bij de toepassing van dit Verdrag verkregen bewijsmateriaal, of gegevens daaraan ontleend, voor andere doeleinden dan dewelke in het verzoek zijn vermeld.

Artikel 12

Uitvoering van verzoeken

1. De bevoegde autoriteit van de aangezochte Staat voldoet terstond aan het verzoek of zendt dit, in het voorkomende geval, ter uitvoering door aan de daartoe bevoegde autoriteit.

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2. Verzoeken worden uitgevoerd overeenkomstig de interne wet en de interne procedures van de aangezochte Staat, behalve voor zover dit Verdrag anders bepaalt. De in het verzoek aangegeven procedures dienen te worden gevolgd, zelfs indien zij in de aangezochte Staat ongebruikelijk zijn, behalve voor zover zulks uitdrukkelijk is verboden in de wetten van de aangezochte Staat.

Artikel 13

Inhoud van de verzoeken

1. Een verzoek om rechtshulp houdt in:

a. de naam van de autoriteit die het onderzoek of de procedure, waarop het verzoek betrekking heeft, leidt;

b. het onderwerp en de aard van het onderzoek of de procedure;

c. een beschrijving van het verlangde bewijsmateriaal, de verlangde gegevens of de te verrichten handelingen; en

d. het doel waartoe het bewijsmateriaal, de gegevens of de handeling worden verlangd.

2. Voor zover noodzakelijk en mogelijk houdt een verzoek tevens in:

a. de beschikbare gegevens betreffende de identiteit en verblijfplaats van een op te sporen persoon;

b. de identiteit en verblijfplaats van een persoon aan wie een stuk moet worden betekend, de relatie van die persoon tot de procedure en de wijze waarop de betekening moet worden verricht;

c. de identiteit en verblijfplaats van personen van wie bewijsmateriaal wordt verlangd;

d. een beschrijving van de wijze waarop een getuigenverklaring dient te worden afgenomen en op schrift gesteld;

e. een lijst van de te beantwoorden vragen;

f. een nauwkeurige opgave van de plaats waar huiszoeking moet worden verricht en van de voorwerpen die in beslag moeten worden genomen;

g. een beschrijving van een eventuele bijzondere procedure die moet worden gevolgd bij de uitvoering van het verzoek; en

h. gegevens betreffende de toelagen en onkostenvergoedingen waarop iemand die in de verzoekende Staat verschijnt aanspraak kan maken.

Artikel 14

Bevoegde autoriteiten

Alle verzoeken om rechtshulp worden ingediend en uitgevoerd door tussenkomst van een Bevoegde Autoriteit voor elk der Verdragsluitende Partijen. De bevoegde autoriteiten van de beide Staten verstaan zich rechtstreeks tot elkaar met het oog op de uitvoering van de bepalingen van dit Verdrag. De Bevoegde Autoriteit voor de Verenigde Staten van Amerika is de „Attorney General" of zijn gemachtigde. De Bevoegde Autoriteit voor het Koninkrijk der Nederlanden is de minister van justitie in Nederland of de minister van justitie in de Nederlandse Antillen, dan wel hun gemachtigden.

Artikel 15

Terugzending van ingewilligde verzoeken

1. De aangezochte Staat zendt nadat aan het verzoek is voldaan het originele verzoek, te zamen met alle verkregen gegevens en bewijsmateriaal, onder vermelding van de plaats en tijd waarop aan het verzoek werd voldaan, terug aan de verzoekende Staat, tenzij anders is overeengekomen.

2. Voor zover mogelijk dienen alle volgens een verzoek krachtens dit Verdrag te verstrekken stukken en documenten volledig en in onverkorte vorm te worden verstrekt. De aangezochte Staat doet op verzoek van de verzoekende Staat al het mogelijke om originele stukken en documenten te verstrekken.

Artikel 16

Terugzending van stukken, documenten of ander bewijsmateriaal

De verzoekende Staat zendt alle stukken, documenten of zaken, die tot bewijs dienen en die zijn verstrekt ter voldoening aan een verzoek, zo snel mogelijk terug, tenzij de verzoekende Staat afstand doet van die terugzending.

Artikel 17

Kosten en vertalingen

1. De aangezochte Staat verleent rechtshulp aan de verzoekende Staat zonder kosten in rekening te brengen, behalve voor honoraria van in het verzoek opgegeven, particuliere deskundigen.

2. De verzoekende Staat draagt alle kosten met betrekking tot de overbrenging krachtens de artikelen 7 en 8 van een zich in detentie bevindende persoon.

3. De verzoeken dienen te zijn gesteld zowel in het Engels als in het Nederlands. De vertaling van op verzoek verstrekte stukken wordt verzorgd door de verzoekende Staat.

Artikel 18

Andere verdragen en interne wetten

1. De rechtshulp en procedures, voorzien in dit Verdrag, doen niet af aan enigerlei rechtshulp of procedure, die kan worden verleend of kan worden gevolgd krachtens andere internationale overeenkomsten of regelingen of krachtens de interne wetten van de Verdragsluitende Partijen, noch verhinderen of beperken zij deze.

2. Behalve ingeval dit Verdrag uitdrukkelijk regels geeft voor de erkenbaarheid van bewijs, is aan de bepalingen van dit Verdrag voor niemand het recht te ontlenen in een strafrechtelijke procedure te vorderen dat enig bewijsmateriaal wordt achter gehouden of van de procedure wordt uitgesloten. Door dit Verdrag worden krachtens het interne recht bestaande rechten op een nieuwe gerechtelijke beoordeling niet uitgebreid of beperkt.

3. Bepalingen inzake uitlevering van personen, hetzij van intern recht hetzij verdragsbepalingen, zijn niet van toepassing op de overdracht van personen krachtens de artikelen 7 en 8, of op de verschijning krachtens het tweede lid van artikel 9.

Artikel 19

Inwerkingtreding

1. Dit Verdrag dient te worden bekrachtigd; de akten van bekrachtiging worden zo spoedig mogelijk te Washington D.C. uitgewisseld.

2. Dit Verdrag treedt in werking 30 dagen na de uitwisseling van de akten van bekrachtiging. Dit Verdrag is van toepassing op feiten, begaan zowel vóór als na zijn inwerkingtreding.

Artikel 20

Toepassingsbereik

1. Wat het Koninkrijk der Nederlanden betreft, is dit Verdrag van toepassing op het grondgebied van het Koninkrijk in Europa en op de Nederlandse Antillen, tenzij de akte van bekrachtiging van de Regering van het Koninkrijk der Nederlanden, bedoeld in artikel 19, anders bepaalt.

2. Het Koninkrijk der Nederlanden behoudt zich het recht voor ten tijde van de bekrachtiging te verklaren dat dit Verdrag niet van toepassing zal zijn op verzoeken om rechtshulp ter zake van fiscale delicten, gericht tot de Nederlandse Antillen. Dit voorbehoud kan te allen tijde geheel of gedeeltelijk worden ingetrokken door middel van een uitwisseling van diplomatieke nota's tussen de Verdragsluitende Partijen.

Artikel 21

Opzegging

1. Elk van beide Verdragsluitende Partijen kan dit Verdrag te allen tijde beëindigen door daarvan aan de andere Partij kennis te geven, en de beëindiging wordt van kracht zes maanden na de datum van ontvangst van die kennisgeving.

2. De beëindiging van dit Verdrag door de Regering van het Koninkrijk der Nederlanden kan worden beperkt tot één van de samenstellende delen van het Koninkrijk.

GEDAAN te 's-Gravenhage op 12 juni 1981 in twee exemplaren, in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek.

For the Government of the United States of America
Voor de Regering van de Verenigde Staten van Amerika

[1]

For the Government of the Kingdom of the Netherlands
Voor de Regering van het Koninkrijk der Nederlanden

[2]

[1] Thomas J. Dunnigan.
[2] C.A. van der Klaauw.

Annex

Requests for search and seizure may be executed under paragraph 1 of Article 6 of the Treaty, if they relate to offenses covered by:

I

A. – For the Kingdom of the Netherlands (Europe):–

The Criminal Code (Wetboek van Strafrecht), Articles 194, 272, 328 bis, 328 ter and 336.

B. – For the Kingdom of the Netherlands (Netherlands Antilles):–

The Criminal Code of the Netherlands Antilles (Wetboek van Strafrecht van de Nederlandse Antillen), Articles 200, 285, 341a and 349.

II

– For the United States of America:–

Title 26, United States Code (The Internal Revenue Code), § 7203.

Texts of the relevant legal provisions:

Netherlands Criminal Code

Article 194

Any person who has been declared bankrupt or is married "in community of property" to a bankrupt or who is a manager or director of a public or private company, association or foundation, and who has been legally summoned to give information in such capacity and either fails to appear without good reason or appears but refuses to give the required information or deliberately furnishes false information shall be liable to a term of imprisonment not exceeding one year.

Article 272

(1) Any person who deliberately discloses information which he knows or should reasonably be assumed to know he is bound not to disclose on account of his present or former profession or office or of a statutory regulation, shall be liable to a term of imprisonment not exceeding one year or a fine not exceeding 6,000 guilders.

(2) If such an offence is committed against a particular person proceedings may be brought only if the person concerned registers a complaint.

Article 328 bis

Any person who commits a fraudulent act in order to mislead the public or a particular person, with the intention of building up, protecting or increasing his own sales or those of another person, shall, if this could result in any disadvantage to his competitors or those of such other person, be guilty of engaging in unfair competition and be liable to a term of imprisonment not exceeding one year or a fine not exceeding 1,800 guilders.

Article 328 ter

(1) Any person other than a public servant, who is in paid employment or acts as an agent and who accepts a gift or promise in consideration of his performing or failing to perform some act in the course of his duties as employee or agent and dishonestly conceals the fact from his employer or principal shall be liable to a term of imprisonment not exceeding one year or a fine not exceeding 100,000 guilders.

(2) The same penalty shall be applicable to any person who offers a gift or makes a promise to another person, who is not a public servant but is in paid employment or acts as an agent, in consideration of the latter performing or failing to perform some act in the course of his duties as employee or agent, if the gift or promise is of such a nature or is offered or made under such circumstances that it is reasonable to assume that he will dishonestly conceal the gift or promise from his employer or principal.

Article 336

The "merchant", manager, managing partner or member of the board of a company, association or foundation who deliberately discloses untrue accounts, or a balance sheet, profit and loss account, statement of assets and liabilities or information explaining any of the above or who deliberately permits disclosure shall be liable to a term of imprisonment not exceeding one year.

Criminal Code of the Netherlands Antilles

Article 200

Any person who has been declared bankrupt or is married "in community of property" to a bankrupt or who is a manager or director of a public or private company, association or foundation which has been declared bankrupt and who has been legally summoned to give information in such capacity and either fails to appear without good reason or appears but refuses to give the required information or deliberately furnishes false information shall be liable to a term of imprisonment not exceeding one year.

Article 285

(1) Any person who deliberately discloses information which he is bound not to disclose on account of his present or former profession or office shall be liable to a term of imprisonment not exceeding six months or a fine not exceeding six hundred guilders.

(2) If such an offence is committed against a particular person, proceedings may be brought only if the person concerned registers as compliant.

Article 341(a)

Any person who commits a fraudulent act in order to mislead the public or a particular person, with the intention of building up, protecting or increasing his own sales or those of another person, shall, if this could result in any disadvantage to his competitors or those of such other person, be liable to a term of imprisonment not exceeding one year or a fine not exceeding nine hundred guilders.

Article 349

The "merchant", manager, managing partner or member of the board of a company, association or foundation who deliberately discloses untrue accounts, or a balance sheet, profit and loss account, statement of assets and liabilities or information explaining any of the above or who deliberately permits disclosure shall be liable to a term of imprisonment not exceeding one year.

The Internal Revenue Code (Title 26, United States Code)

§ 7203

Any person required under this title to pay any estimated tax or tax, or required by this title or by regulations made under authority thereof to make a return (other than a return required under authority of section 6015), keep any records, or supply any information, who willfully fails to pay such estimated tax or tax, make such return, keep such records, or supply such information, at the time or times required by law or regulations, shall, in addition to other penalties provided by law, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $ 10,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution.

Bijlage

Verzoeken tot huiszoeking en inbeslagneming kunnen ingevolge het eerste lid van artikel 6 van het Verdrag worden uitgevoerd, indien zij betrekking hebben op strafbare feiten, omschreven in:

I

A. Voor het Koninkrijk der Nederlanden (Europa):

Het Wetboek van strafrecht, de artikelen 194, 272, 328 bis, 328 ter en 336.

B. Voor het Koninkrijk der Nederlanden (Nederlandse Antillen):

Het Wetboek van strafrecht van de Nederlandse Antillen, de artikelen 200, 285, 341a en 349.

II

– Voor de Verenigde Staten van Amerika:

Titel 26, Wetboeken van de Verenigde Staten (Wetboek inzake interne belastingen), § 7203.

Tekst van de desbetreffende wettelijke bepalingen:

Nederlands Wetboek van Strafrecht

Artikel 194

Hij die, in staat van faillissement verklaard of als echtgenoot van een gefailleerde met wie hij in gemeenschap van goederen is gehuwd, of als bestuurder of commissaris van een naamloze vennootschap, besloten vennootschap met beperkte aansprakelijkheid, vereniging of stichting wettelijk opgeroepen tot het geven van inlichtingen, hetzij zonder geldige reden opzettelijk wegblijft, hetzij weigert de vereiste inlichtingen te geven, hetzij opzettelijk verkeerde inlichtingen geeft, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Artikel 272

1. Hij die enig geheim, waarvan hij weet of redelijkerwijs moet vermoeden, dat hij het uit hoofde van ambt, beroep of wettelijk voorschrift, dan wel van vroeger ambt of beroep verplicht is het te bewaren, opzettelijk schendt, wordt gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste zesduizend gulden.

2. Indien dit misdrijf tegen een bepaald persoon gepleegd is, wordt het slechts vervolgd op diens klachte.

Artikel 328 bis

Hij die, om het handels- of bedrijfsdebiet van zichzelve of van een ander te vestigen, te behouden of uit te breiden, enige bedrieglijke handeling pleegt tot misleiding van het publiek of van een bepaald persoon, wordt, indien daaruit enig nadeel voor concurrenten van hem of van dien ander kan ontstaan, als schuldig aan oneerlijke mededinging. gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste achttienhonderd gulden.

Artikel 328 ter

1. Hij die, anders dan als ambtenaar, werkzaam zijnde in dienstbetrekking of optredend als lasthebber, naar aanleiding van hetgeen hij in zijn betrekking of bij de uitvoering van zijn last heeft gedaan of nagelaten dan wel zal doen of nalaten, een gift of belofte aanneemt en dit aannemen in strijd met de goede trouw verzwijgt tegenover zijn werkgever of lastgever wordt gestraft met gevangenisstraf van ten hoogste een jaar of geldboete van ten hoogste honderdduizend gulden.

2. Met gelijke straf wordt gestraft hij die aan iemand die, anders dan als ambtenaar, werkzaam is in dienstbetrekking of optreedt als lasthebber, naar aanleiding van hetgeen deze in zijn betrekking of bij de uitvoering van zijn last heeft gedaan of nagelaten dan wel zal doen of nalaten. een gift of belofte doet van dien aard of onder zodanige omstandigheden, dat hij redelijkerwijs moet aannemen dat deze de gift of de belofte in strijd met de goede trouw zal verzwijgen tegenover zijn werkgever of lastgever.

Artikel 336

De koopman, de bestuurder, de beherende vennoot of commissaris van een vennootschap, vereniging of stichting, die opzettelijk een onware staat of een balans, winst- en verliesrekening, staat van baten en lasten of toelichting op een dier stukken openbaar maakt of zodanige openbaarmaking opzettelijk toelaat, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Wetboek van Strafrecht van de Nederlandse Antillen

Artikel 200

Hij die, in staat van faillissement verklaard of als echtgenoot van een gefailleerde met wie hij in gemeenschap van goederen is gehuwd of als bestuurder of commissaris ener in staat van faillissement verklaarde vennootschap, maatschappij, vereniging of stichting, wettelijk opgeroepen tot het geven van inlichtingen, hetzij zonder geldige reden opzettelijk wegblijft, hetzij weigert de vereiste inlichtingen te geven, hetzij opzettelijk verkeerde inlichtingen geeft, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Artikel 285

1. Hij die opzettelijk enig geheim, hetwelk hij uit hoofde van zijn hetzij tegenwoordig hetzij vroeger ambt of beroep, verplicht is te bewaren, bekend maakt, wordt gestraft met gevangenisstraf van ten hoogste zes maanden of geldboete van ten hoogste zeshonderd gulden.

2. Indien dit misdrijf tegen een bepaald persoon is gepleegd wordt het slechts vervolgd op diens klachte.

Artikel 341a

Hij die, om het handels- of bedrijfsdebiet van zichzelve of van een ander te vestigen, te behouden of uit te breiden, enige bedrieglijke handeling pleegt tot misleiding van het publiek of van een bepaald persoon, wordt, indien daaruit enig nadeel voor concurrenten van hem of van dien ander kan ontstaan, gestraft met gevangenisstraf van ten hoogste een jaar of een geldboete van ten hoogste negenhonderd gulden.

Artikel 349

De koopman, de bestuurder, de beherende vennoot of commissaris van een vennootschap, vereniging of stichting, die opzettelijk een onware staat of een balans, winst- en verliesrekening, staat van baten en lasten of toelichting op een dier stukken openbaar maakt of zodanige openbaarmaking opzettelijk toelaat, wordt gestraft met gevangenisstraf van ten hoogste een jaar.

Title 26. U.S.C.

§ 7203

Hij die ingevolge deze titel verplicht is een al dan niet geschat bedrag aan belasting te betalen of ingevolge of krachtens deze titel verplicht is een aangifte (niet zijnde een aangifte ingevolge § 6015) te doen, boekhouding bij te houden of informatie te verschaffen en opzettelijk in gebreke blijft op het daartoe bij of krachtens de wet aangegeven tijdstip dat al dan niet geschat bedrag aan belasting te betalen, die aangifte te doen, die boekhouding bij te houden of die informatie te verschaffen is, onverminderd andere bij de wet voorziene straffen, schuldig aan een overtreding en wordt in geval van veroordeling gestraft met een geldboete van ten hoogste 10000 US dollar of gevangenisstraf van ten hoogste 1 jaar, of beide, en dient tevens de kosten van de vervolging te betalen.

[EXCHANGE OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA
The Hague

No. 55

June 12, 1981

Excellency,

I have the honor to refer to the Treaty between the United States of America and the Kingdom of the Netherlands on Mutual Assistance in Criminal Matters signed today, and in particular to Articles 4, 6, 11 and 14 thereof, and express the understanding of the United States with respect to those Articles.

Article 4

Paragraph 2 of Article 4 permits each Party to provide to the other records in the possession of the government, other than those publicly available, and information derived therefrom. It also allows each Party the option of refusing to provide, or placing conditions on the disclosure of, such records and information. The Parties intend to furnish such records and information, to the extent permitted by domestic law, except where disclosure would cause harm to individuals cooperating in criminal investigations, compromise voluntary sources of information crucial to government operations, or otherwise adversely affect the operations of government or the administration of justice.

The Parties recognize that disclosure of tax records and information is strictly limited under their respective domestic tax laws because the proper operation of those laws depends upon taxpayer cooperation. Accordingly, tax records and information will be provided under the Treaty with respect to criminal investigations and proceedings only to the extent, and under the same conditions, that they would be available in criminal investigations and proceedings in the Requested State.

Article 6

The Parties understand that Article 6 establishes a far-reaching mutual obligation to comply with requests for search and seizure. Since this kind of assistance entails compulsory measures which may seriously intrude into the private life and affairs of the individual, the Parties agree that requests for search and seizure will be granted only where the criminal acts or omissions are punishable under the laws of both States and the request is executed according to the domestic laws and administrative practices of the Requested State.

In the Kingdom of the Netherlands, the established administrative practice is that with respect to offenses called "fiscal offenses," which relate to duties, taxes, customs and exchange, compulsory measures of this kind are judiciously invoked. Accordingly, the Government

of the Kingdom of the Netherlands takes the view that in executing requests for search and seizure under international agreements, it will not depart from its policy of restraint. The Government of the Kingdom understands Article 6 to allow it to retain its customary discretion in the execution of requests relating to fiscal offenses.

Certain Federal laws of the United States, such as those governing drugs, poisonous chemicals, substances injurious to health, firearms and other weapons, explosive and incendiary devices, are based on constitutional powers as the power to tax and promote public health and, consequently, are couched in terms of tax, health, and other laws. In executing requests by the United States with respect to such laws, the Kingdom of the Netherlands does not intend to retain the discretion ordinarily exercised with respect to fiscal offenses under the laws of the Kingdom of the Netherlands. This discretion will be retained only when the subject offenses relate to duties, taxes, customs or exchange according to the laws of both Parties.

Under the laws and practices of the United States, the requirements for search and seizure in fiscal cases are no stricter than in other kinds of cases. An application for a warrant for search and seizure in the United States must establish good cause to believe that an offense has taken place and that evidence of the

offense is to be found on the person or premises to be searched. The description of the person or premises to be searched and the objects to be seized must be precise. Accordingly, a request by the Kingdom of the Netherlands to the United States for search and seizure should ordinarily be accompanied by a statement, made by or before a judge of the Kingdom of the Netherlands, of the facts establishing the basis for the issuance of the warrant.

Article 11

Although paragraph 1 of Article 11 allows either Party to impose restrictions on evidence and information provided, both Parties recognize that where judicial procedures require evidence to be presented in a public proceeding, such evidence and information may be so used to the extent the Requesting State deems necessary.

With respect to paragraph 2 of Article 11, both Parties agree that consent to use tax records and information for a purpose other than that stated in the initial request can be given. However, such consent will be limited to those instances where the subsequent use is consistent with the domestic laws and practices of the Requested State.

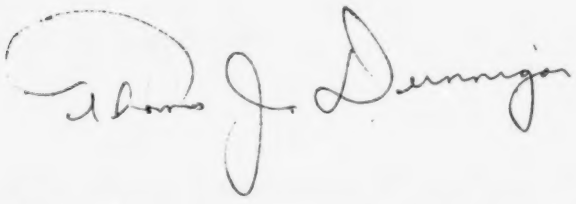
Article 14

Requests made by the Competent Authorities specified in Article 14 are to be honored in the Requested State in a way which harmonizes with domestic law. It is understood that whereas requests under this Treaty and all subsequent communications are exchanged between the Competent Authorities designated, such requests will originate from prosecutors, investigating authorities or courts. The Competent Authorities of the Kingdom of the Netherlands will convey requests from public prosecutors, examining magistrates and courts. The Competent Authority of the United States will make requests on behalf of prosecutors and law enforcement agencies and will convey requests from courts.

Certain domestic laws of the Parties provide for assistance to foreign authorities only when the originator of the request is a judicial authority. Although prosecutors and law enforcement agencies are not considered judicial authorities under the laws of the United States, requests made on their behalf by the Attorney General of the United States, for purposes of applying the laws of the Kingdom of the Netherlands, shall be considered requests of a judicial authority. Requests made on behalf of public prosecutors in the Kingdom of the Netherlands, for purposes of applying the laws of the United States, shall be considered requests of a judicial authority.

I would appreciate from your Excellency confirming that the understanding described above is also the understanding of the Kingdom of the Netherlands.

Accept, Excellency, assurances of my highest consideration.



MINISTERIE VAN BUITENLANDSE ZAKEN

The Hague, 12 June 1981

Sir,

I have the honor to acknowledge receipt of your letter of today's date, which reads as follows:

[For the text of the U.S. note, see pp. 26-31.]

I have the honor to confirm that the understanding described above is also the understanding of the Kingdom of the Netherlands.

Please accept, Sir, the assurance of my highest consideration.

C. A. van der Klaauw

GPO: 1985 49-393 (12800)

All issues available have been filmed.
Unfortunately, any scattered missing issues are no longer available.

READEX FICHE

10791

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10791

DEFENSE

International Military Education and Training (IMET)

Agreement Between the
UNITED STATES OF AMERICA
and ZIMBABWE

Effected by Exchange of Notes
Dated at Harare June 2 and September 17, 1981

S9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89–497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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ZIMBABWE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Harare June 2 and September 17, 1981;
Entered into force September 17, 1981.

The American Embassy to the Zimbabwean Ministry of Foreign Affairs

Salisbury, June 2 1981

No. 36

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Zimbabwe and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Armed Forces of the Government of Zimbabwe may include training related to defense articles with respect to which the agreement of the Government of Zimbabwe to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Zimbabwe shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Zimbabwean Ministry of Foreign Affairs to the American Embassy

CX/E/99415

ZIMBABWE

The Ministry of Foreign Affairs of the Republic of Zimbabwe presents its compliments to the Embassy of United States and has the honour, with reference to the Ministry's Note No. 36 of 2 June 1981, to advise that the Ministry of Defence has agreed in principle to take advantage of the International Military Education and Training Programme offer made by the United States Government and will accept the conditions related to the scheme. The extent to which each arm of the Services will take advantage of the scheme will be determined by the Army and the Air Force individually in consultation with Mr. Davidow of the United States Embassy in Salisbury.

The Ministry of Foreign Affairs of the Republic of Zimbabwe avails itself of this opportunity to renew to the Embassy of United States the assurances of its highest consideration.

SALISBURY
17 September, 1981

GPO 1985 49-430 (12800)